

Bismarck *City Administration*

November 20, 2014

Board of City Commissioners
Bismarck, ND

Dear Commissioners:

The Board of City Commissioners is scheduled to meet in regular session on November 25, 2014, at 5:15 p.m. in the Tom Baker Meeting Room, City/County Office Building, 221 North 5th Street, Bismarck, North Dakota.

Invocation will be presented by a Chaplain from the Bismarck Police Department.

Future City Commission meetings are scheduled as follows:

December 9 & 23, 2014

January 13 & 27, 2015

February 10 & 24, 2015

MEETING OF THE BOARD OF CITY COMMISSIONERS

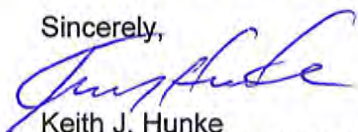
1. Consider approval of minutes of the November 11, 2014 regular meeting and the November 12, 2014 special meeting.
2. CONSENT AGENDA
 - A. Consider approval of expenditures.
 - B. Consider personnel actions. *(See attached information)*
 - C. Consider the request from Bismarck-Burleigh Public Health for permission to accept donations for Women's Way. *(See attached information)*
 - D. Consider the following requests from the Bismarck Airport: *(See attached information)*
 - Other Transaction Agreement (OTA) HSTS01-15-H-CKP004 with the Transportation Security Administration (TSA) for airport provided custodial work at the screening checkpoints.
 - Change Order #2 – Final to the June 27, 2014 agreement with Northern Improvement Company for final quantities on the Runway 13/31 Mill and Overlay.
 - E. Consider request from the Finance Department for approval of the 2014 Budget Adjustment for the Police Department. *(See attached information)*
 - F. Consider introduction of and call for public hearing on the following: *(See attached information)*
 - Ordinance 6089 relating to public nuisance.
 - Ordinance 6093 relating to competitive bidding required and conveyance, sale, lease or disposal of real or personal property.

- G. Consider request from the Public Works Service Operations Department for permission to renew annual contract for janitorial services for the City/County Building and the Public Health Building for 2015 and 2016. *(See attached information)*

REGULAR AGENDA

3. PUBLIC HEARING and second reading on Ordinance 6090 to amend Sections 1-02-02, 1-02-03 and 6-09-02 of the city of Bismarck Code Of Ordinances relating to Penalty and Fines, Classification of Offenses (Title 1) and Classification of Offenses (Title 6). *(See attached information)*
4. PUBLIC HEARING and second reading on Ordinance 6091 relating to the zoning change from the RM30-Residential zoning district to the PUD-Planned Unit Development zoning district and approval of minor subdivision final plat for Stoneridge Addition. *(See attached information)*
5. PUBLIC HEARING and second reading on Ordinance 6092 relating to the zoning change from the RM15-Residential zoning district to the PUD-Planned Unit Development zoning district for Lots 1-3, Block 1, Sonnet Heights Subdivision. *(See attached information)*
6. PUBLIC HEARING on proposed street name change for the angled segment of East Divide Avenue, between Channel Drive and Miriam Drive, to be changed to Global Drive and the east-west segment of East Divide Avenue, between Miriam Drive and Bismarck Expressway, to be changed to Miriam Drive. *(See attached information)*
7. Consider the request of William Cleary for designation of the rehabilitation of the purchase of a primary residential condominium in a previously approved Renaissance Zone project at 100 West Broadway as a Renaissance Zone Project. The property is owned by Pine Properties and is legally described as Lots 1-24, Block 58, Original Plat. The Renaissance Zone Authority recommends approval. *(See attached information)*
8. Consider the request Jim Barnhardt for assistance from the CORE Façade Incentive Grant Program, a CORE Incentive Program, for the building at 223 East Main Avenue. The property is owned by Jim Barnhardt and is legally described as the north 140 feet of Lots 1-2, Block 6, Original Plat. The Renaissance zone Authority recommends approval. *(See attached information)*
9. Consider the request from the Public Works Utility Operations Department to receive and consider disposition of bids for water and wastewater treatment chemicals for 2015. *(No attachment)*
10. Consider the request from the Public Works Service Operations Department to receive and consider disposition of bids for 2015 street tree pruning. *(See attached information)*
11. Consider appointment of members (primary and alternate) to the Bismarck Political Subdivision committee. *(No attachment)*
12. Consider the ongoing project agenda. *(See attached information)*

Sincerely,



Keith J. Hunke
Assistant City Administrator

CONSENT AGENDA

PERSONNEL ACTIONS FOR THE MEETING ON NOVEMBER 25, 2014

Full-Time and Part-Time Appointments

Anderson, Lee Maintenance Attendant I	Event Center	Part time appointment @ \$14.00/hr. 11/18/2014
Bratsch, Jacob Police Officer	Police	Probationary appointment @ \$20.99/hr. 12/1/2014
Burch, LaNora Water Plant Operator	Public Works	Probationary appointment @ \$19.04/hr. 11/17/2014
Davies, Caitlin Police Officer	Police	Probationary appointment @ \$20.99/hr. 12/1/2014
Hegwood, Nanette Parking Attendant	Event Center	Part time appointment @ \$13.50/hr. 11/14/2014
Holmes, Gregory Maintenance Attendant I	Event Center	Part time appointment @ \$14.00/hr. 11/13/2014
Killensworth, Braiden Maintenance Attendant I	Event Center	Part time appointment @ \$14.00/hr. 11/13/2014
Lang, Elizabeth Merchandise Sales	Event Center	Part time appointment @ \$10.50/hr. 11/17/2014
Luger, Dustyn Maintenance Attendant I	Event Center	Part time appointment @ \$14.00/hr. 11/18/2014
Marquardt, Steven City Commissioner	Administration	Newly elected Commissioner @\$475.99/ppd. 11/11/2014
Miller, Ryan Airport Operations Agent	Airport	Probationary appointment @ \$19.04/hr. 11/14/2014
Nygaard, Jared Maintenance Attendant I	Event Center	Part time appointment @ \$14.00/hr. 11/13/2014
Schatz, Shaun Police Officer	Police	Probationary appointment @ \$20.99/hr. 12/1/2014
Strum, Kathleen Merchandise Sales	Event Center	Part time appointment @ \$10.50/hr. 11/12/2014
Terrill, Skylar Police Officer	Police	Probationary appointment @ \$20.99/hr. 12/1/2014

Thomas, Branden Maintenance Attendant I	Event Center	Part time appointment @ \$14.00/hr. 11/13/2014
Tracy, Christopher Police Officer	Police	Probationary appointment @ @20.99/hr. 12/1/2014
Vasquez, Nancy Office Assistant II	Police	Probationary appointment @ \$14.92/hr. 12/1/2014

Separations

Brauner, Steven Police Officer	Police	Resigned. 11/5/2014
Butler, Charlene Event Safety Officer I	Event Center	Resigned. 10/24/2014
James, Karen Concessions	Event Center	Resigned. 11/4/2014
Kimball, Renae Concessions	Event Center	Resigned. 10/31/2014
Rader, Robert Usher	Event Center	Resigned. 10/28/2014
Rader, Virginia Usher	Event Center	Resigned. 10/28/2014
Robinson, Jessica Circulation Associate	Library	Resigned. 11/26/2014
Volk, Robert Equipment Operator II	Public Works	Resigned. 11/6/2014

Other

Bollinger, Leroy Janitorial	Event Center	Salary adj. – 11/9/2014 \$11.43/hr. to \$14.00/hr.
Bosch, Gary Set up Worker	Event Center	Salary adj. – 11/9/2014 @ \$13.33/hr. to \$14.00/hr.
Bossert, Paul Maintenance Attendant II	Event Center	Salary adj. – new hire \$16.35/hr. to \$16.78/hr. 11/3/14
Ebach, Nick Set up Worker	Event Center	Salary adj. – 11/9/2014 @ \$10.68/hr. to \$14.00/hr.

Gabel, Joseph Firefighter	Fire	Salary adj. – assigned to light duty – 40 hr. wk. 11/16/2014
Houser, Bernadette Customer Service Manager	Public Works	Promotion – 11/16/2014. Salary adj. - \$22.49/hr. to Exempt status @ \$2,211.08/ppd.
Johnsrud, Ryan Firefighter	Fire	Salary adj. – assigned to light duty – 40 hr. wk. 11/15/2014
Lorz, Julius Arborist I	Public Works	Return to work from administrative leave – 11/13/14 – 1 hr. w/out pay
Murchinson, Russ Janitorial	Event Center	Salary adj. – 11/9/2014 @ \$10.94/hr. to \$14.00/hr.
Nagel, Gary Set up Worker	Event Center	Salary adj. – 11/9/2014 S \$11.09/hr. to \$14.00/hr.
Neibauer, Gary Maintenance Attendant I	Event Center	Salary adj. – 11/9/2014 @ \$12.36/hr. to \$14.00/hr.
Poitra, Dionne Janitorial	Event Center	Salary adj. – 11/9/2014 @ \$12.40/hr. to \$14.00/hr.
Rohrich, Tony Set up Worker	Event Center	Salary adj. – 11/9/2014 @ \$12.00/hr. to \$14.00/hr.
Schmidt, Justin Maintenance Attendant I	Event Center	Salary adj. – 11/9/2014 @ \$12.00/hr. to \$14.00/hr.
Schmidt, Theresa Community Health Nurse Manager	Public Health	Promotion. 12/8/2014 Salary adj. - \$71,113.00/yr.
Schmitt, Willis Janitorial	Event Center	Salary adj. – 11/9/2014 @ \$11.01/hr. to \$14.00/hr.
Sweeney, Sharon Maintenance Attendant I	Event Center	Salary adj. – 11/9/2014 @ \$12.00/hr. to \$14.00/hr.
Triebwasser, Tina Set up Worker	Event Center	Salary adj. – 11/9/2014 @ \$11.01/hr. to \$14.00/hr.
Trout, Steve Set up Worker	Event Center	Salary adj. – 11/9/2014 \$10.00/hr. to \$14.00/hr.



Bismarck-Burleigh Public Health

To: Mayor Seminary & Bismarck City Commissioners
 From: Theresa Schmidt, RN, Women's Way Coordinator
 Renae Moch, MBA, FACMPE, Director of Public Health
 Subject: Requesting Permission to Accept Donations for Women's Way
 Date: Wednesday, November 19th, 2014

The Bismarck-Burleigh Women's Way Program is requesting permission to accept donations from the following organizations:

1. BSC Volley for the Way annual Pink event held October 8, 2014
2. Runnings Fleet and Farm Pink Ladies night held October 22, 2014
3. Bridget's Room annual Pinktober event
4. Conlin's Furniture October Breast Cancer Awareness

The organizations listed above have contacted Women's Way and offered to donate proceeds from their event(s). Proceeds from these events will assist with medical expenses related to breast and cervical cancer screenings, such as breast follow-up, biopsies, and cancer treatments to benefit many local Women's Way clients. Funds will not be used for program operation or expenses.

Thank you for your consideration.


Theresa Schmidt, RN
 Bismarck Burleigh Women's Way
 500 East Front Ave
 Bismarck ND 58504
 701-355-1577



**MEMORANDUM**

DATE: November 18, 2014

TO: Mayor Mike Seminary
Commissioner Parrell Grossman
Commissioner Josh Askvig
Commissioner Nancy Guy
Commissioner Steve Marquardt

FROM: Greg Haug, Airport Manager 

RE: Consent Agenda Items for November 25, 2014 City Commission Meeting.

The Airport has placed two items on your consent agenda; Consider Other Transaction Agreement (OTA) HSTS01-15-H-CKP004 with the Transportation Security Administration (TSA) for airport provided custodial work at the screening checkpoints and consider Change Order #2-Final to the June 27, 2014 agreement with Northern Improvement Company for final quantities on the Runway 13/31 Mill and Overlay.

The first consent agenda item is to consider an Other Transaction Agreement (OTA) HSTS01-15-H-CKP004 with the Transportation Security Administration (TSA) for airport provided custodial work at the screening checkpoints. TSA has had an agreement in place with Bismarck Airport for airport provided custodial services at the passenger screening and checked baggage checkpoints for a number of years. TSA desires to update the agreement, converting it to an OTA. Airport staff negotiated an agreeable rate of reimbursement (\$8,389.20 annually) for cleaning the checkpoint space. Airport staff recommends approval OTA HSTS01-15-H-CKP004 at Enclosure 1.

The second consent agenda item is to consider Change Order #2-Final to the June 27, 2014 agreement with Northern Improvement Company (NIC) for final quantities on the Runway 13/31 Mill and Patch (Enclosure 2). The project is complete. The installed quantities resulted in a reduction of \$292,989.19. Approval will allow completion of paperwork and closeout of the project. Airport staff recommends approval of Change Order #2-Final at Enclosure 2.

As always, I am available to answer any questions you may have at 701-355-1808.

Enclosures:

1. OTA HSTS01-15-H-CKP004
2. Change Order #2-Final to the June 27, 2014 agreement with NIC.

GRANT REVIEW

#2D1

DEPARTMENT

Attach supporting documentation

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Grant Application

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Grant Award

Granting Agency: TSA

Description and Purpose of Grant: CUSTODIAL SERVICES AT TSA CHECKPOINT
HSTSØ1-15-H-CKP004

Grant Amount: \$8,389.20

Grant Match: NA

Grant Period: 1 YR (ANNUAL REVIEW 1 YR TRANS)

FTE Requirements: (new or existing) NA

Indirect Cost Allowed: N/A Funding Source: NA

Requirements and Ongoing Cost of Phase-Out: NA

Project Code: (Prepared by Fiscal after award received) _____

Comments: CAN BE CXX WITH 60 DAYS NOTICE

Department Signature: _____

Date

GRANTS COORDINATOR

Comments: _____

Grants Coordinator Signature: _____

Date

☒

Forward as a Contract Review

CITY ATTORNEY CHARLIE, YOU REVIEWED THIS DURING NEGOTIATIONS SEVERAL MONTHS AGO.

Comments: _____

City Attorney Signature: _____

Date

FINANCE

Comments: _____

Director of Finance Signature: _____

Date

ADMINISTRATION

City Administrator Signature: _____

Date

☒

Route Completed Grant Contract to Mayor for Signature.

(1/2013 Revised)

ENCL 1



OTHER TRANSACTION AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION**

AND

CITY OF BISMARCK

RELATING TO

BISMARCK AIRPORT

**USE OF SPACE AND COST REIMBURSEMENT AT
TSA SECURITY CHECKPOINTS AND BAGGAGE AREAS**

Negotiated by the TSA pursuant to Aviation and Transportation Security Act, Pub. L. 107-71, 115
Stat. 597, 49 U.S.C. 114(m)(1), and 106(l)(6)

AGREEMENT NUMBER: HSTS01-15-H-CKP004

ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as "Agreement") is entered into on the date signed in Block 31c of the SF 1449 for this Agreement ("Effective Date"), by and between the United States of America (hereinafter referred to as the "Government") Transportation Security Administration (hereinafter referred to as "TSA") and the City of Bismarck (hereinafter referred to as the "Airport") together referred to as the "Parties." The TSA and the Airport agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

ARTICLE II - AUTHORITY

- A. TSA and the Airport enter into this Agreement under the authority of the Aviation and Transportation Security Act (ATSA) Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.
- B. The Airport enters into this Agreement under the authority of North Dakota Century Code 40-05.1-06(15).

ARTICLE III -BACKGROUND, PURPOSE AND SCOPE

A. Background

Under the terms of ATSA, TSA is required to deploy federal security screeners, Federal Security Managers, federal security personnel, and federal law enforcement officers to conduct screening of all passengers, property, and baggage at all airports, and to establish a program to screen cargo and ensure perimeter access security at all such airports. In order to carry out this statutory mandate, it is necessary for TSA to use certain airport space and facilities defined under federal law as "necessary security checkpoints" (hereinafter referred to as "Space".)

B. Purpose

- B.1. This Agreement establishes TSA's use of the security checkpoints TSA needs to conduct baggage and passenger screening under the requirements of ATSA and other applicable federal laws. In order to provide airport security in a manner that meets the requirements of ATSA, it is necessary for TSA to use existing checkpoint space, and, in some cases, to expand checkpoint space.
- B.2. This Agreement supersedes all previous agreements and amendments concerning TSA's reimbursement to the Airport for electrical consumption and janitorial costs at screening checkpoints and baggage areas.

C. Scope

TSA has a requirement to establish the terms and conditions for TSA's use of federal-mandated checkpoint space at airports and provide a vehicle for the cost reimbursement of electrical consumption and janitorial costs for this checkpoint space at the respective airports.

D. Use of Property

- D.1. The Airport is the owner and operator of that certain airport known as Bismarck Airport, located in the County of Burleigh, State of North Dakota and having an address at 2301 University Drive Building 17 Suite 225 B, P.O. Box 991 Bismarck, ND 58502-0991 ("Property").
- D.2. This Agreement covers the use of space that TSA reasonably believes is necessary for passenger and baggage screening operations. The specific areas covered by this Agreement (which are referred to herein as "Space") are set out on **Exhibit 1**. The Space may be expanded or altered, and **Exhibit 1** amended accordingly, at the written request of TSA and upon the written approval of Airport, such approval not to be unreasonably withheld, conditioned or delayed. If Airport does not provide such approval, TSA may proceed pursuant to its legal authority to provide security at airport checkpoints. In addition, temporary additions to and deletions from the Space, or temporary adjustments thereto, may be made at the verbal request of the TSA. TSA's use and occupancy of other areas at the Property, such as Federal Security Managers and staff offices, and other areas not deemed necessary checkpoint space, have been or will be obtained through a separate lease agreement between Airport and the U.S. General Services Administration, acting on behalf of TSA.
- D.3. The ATSA authorizes TSA to acquire real property by purchase, lease, condemnation, or otherwise. This Agreement shall not be considered a waiver of any rights that TSA may assert under ATSA with respect to the acquisition of property, nor with respect to TSA's authority to enter onto any Airport property to address security concerns; nor shall this Agreement waive any rights that the Airport may assert in connection with such acquisition.
- D.4. Airport provides the Space to TSA in "AS IS" condition as of the Effective Date of this Agreement.

E. No Rent

Pursuant to Section 511 of the Department of Homeland Security Appropriations Act, 2005, Pub. Law 108-334, 118 Stat. 1298 (October 18, 2004), Airport agrees to provide use of the Space at no cost to TSA as a part of its obligation to comply with a security program and in recognition of the benefits that TSA's security function provides to Airport, passengers and others entering airport property. Airport reserves the right to impose rental charges for the Space if federal law requires TSA to pay rent for checkpoint space in the future.

ARTICLE IV – RESPONSIBILITIES

TSA'S Operational Activities at Airport

The Airport hereby agrees that TSA has the following rights and privileges:

1. The right to use the Space in connection with its screening and security operations at the Property, including but not limited to the right to establish and use security checkpoints, to place and operate screening equipment, to screen passengers and their property, baggage, and cargo and to perform such other activities and locate such other equipment as TSA deems necessary for TSA to perform its passenger and baggage screening function under federal law.

2. TSA shall not be responsible for any restoration costs when such cost is the result of the Airport's request to remove or relocate TSA equipment.
3. The right to install, operate, maintain, repair, remove, and store equipment necessary for TSA's operations within the Space. TSA agrees to give notice to Airport and coordinate their screening activities with Airport whenever possible. To the extent required under federal law, TSA's contractor will obtain all state and local permits required to perform any work under this paragraph.
4. The right to refuse additions, improvements, modifications, revisions or other alterations within the Space by Airport, including the installation of fixtures and placement of personal property, that TSA reasonably believes may interfere with TSA's use of the Space.
5. Airport will provide TSA employee parking spaces according to its customary, non-discriminatory practices for employees of other governmental entities, including payment of applicable fees, if any. Such practices and fees shall be set out in a separate agreement between the Parties.
6. TSA is responsible for its own telecommunications services; however, if the Airport has a Shared Tenant Services policy, TSA may use such system upon payment of any applicable charges pursuant to a separate or modified agreement between Airport and TSA. TSA agrees to coordinate with Airport so as to not overload the electrical, plumbing or HVAC systems associated with the Space. TSA will not install or cause to be installed equipment or machinery that will place a load upon any floor exceeding the load per square foot area that such floor was designed to carry.
7. Airport will maintain and keep in good repair the Space, including electrical, plumbing, and HVAC systems.
8. With the prior consent of TSA, such consent not to be unreasonably withheld, Airport may enter the Space used by TSA for the performance of Airport's obligations under federal law or other lawful purpose. Notwithstanding the foregoing, Airport will comply with all applicable federal security requirements (including badging and maintenance of sterile area) and will use its best efforts to minimize the disruption of TSA operations.
9. The Airport is responsible for janitorial services in the TSA passenger and baggage screening areas to include clean-up of bio-hazardous spills in accordance with 29 CFR 1910.1030.

ARTICLE V – EFFECTIVE DATE AND TERM

This Agreement shall commence on the Effective Date and shall continue for one (1) year or so long as federal law requires TSA to perform screening functions at the Airport, whichever is sooner. This Agreement shall be automatically renewed for an additional one (1) year on each anniversary of the Effective Date (the "Rollover Date") unless terminated as provided in Article XV. However, such renewal shall be subject to the availability of appropriated funds. The term of this Agreement shall consist of the first and each additional year, if any, during which this Agreement is in effect (the "Term").

ARTICLE VI - FUNDING AND LIMITATIONS

For the initial term of this Agreement, TSA shall be obligated to pay no more than **\$8,389.20** for janitorial costs reimbursement. Reimbursement for TSA metered utilities will be funded separately from this agreement by miscellaneous obligation.

In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement. TSA's liability to make payments to the Airport is strictly limited to the amount of funds obligated and available for payment hereunder, including written modifications to this Agreement.

Each year on the Rollover Date, this Agreement shall be amended to reflect the money TSA shall be obligated to pay for such renewal year. The Airport shall submit a proposed amendment to this Agreement no later than 30 days prior to the Rollover Date. All changes shall become effective upon the execution of a modification to this OTA.

ARTICLE VII – BILLING PROCEDURES AND PAYMENTS

The United States Coast Guard Finance Center ("FINCEN") performs the payment function on behalf of the TSA. Registration in the System for Award Management (SAM) is mandatory for invoice payment. For information regarding SAM, please refer to <https://www.sam.gov/portal/public/SAM>.

The Parties hereby agree to the following:

- A. Airport has installed separate meters (the "Equipment Meters") measuring electrical consumption by TSA equipment located in the Space ("TSA Electrical Usage"). The Airport hereby certifies that the Equipment Meters measure only TSA Electrical Usage. Electrical usage will be reimbursed per meter readings.
- B. Airport shall provide janitorial and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Space at a level generally consistent with the janitorial standards for space throughout the terminal complex and including, at a minimum, the janitorial and cleaning services and service frequencies set forth in **Exhibit 3** attached hereto (the "Janitorial Services").
- C. Upon receipt of a Proper Invoice from Airport, TSA shall reimburse the Airport for its pro-rata share of Airport's cost to provide such janitorial and cleaning services in the Space in an amount calculated in accordance with the cost allocation methodology set forth in **Exhibit 4** (the "Janitorial Costs") attached hereto for the period of service indicated in the invoice. The Airport must accompany any proposal to increase the periodic per square foot unloaded cleaning rate with supporting documentation; nevertheless, TSA, in its sole discretion, may choose to deny such proposed increase of the cleaning rate.

- D. Notwithstanding the foregoing, TSA may enter into contracts with third parties for janitorial and cleaning services, in which case, upon notice from TSA of having entered into such third party contract(s), Airport shall be relieved of its obligation to provide such services under this Article VII - D, and TSA shall be relieved of its obligation to reimburse Airport under this Article VII - D. In the event that Airport chooses to cease providing janitorial and cleaning services and supplies under this Article VII - D, Airport must give notice to TSA at least ninety (90) days prior to such cessation.
- E. TSA may pay any charges due under this Agreement by electronic funds transfer, check, or other means. Any charges due under this Agreement shall be due in arrears and, to the extent appropriated funds are available, shall be paid within sixty (60) days of TSA's receipt of a Proper Invoice from the Airport.
- F. Unless otherwise indicated herein, a Proper Invoice shall mean an invoice that is submitted by the Airport directly to FINCEN using any one of the methods and addresses indicated below. A copy of the invoice may also be transmitted to the Federal Security Director's (FSD) designated Point of Contact for informational purposes only.
- G. A Proper Invoice shall contain the following information:
- G.1. Agreement number
 - G.2. Invoice date
 - G.3. Invoice number
 - G.4. Period of service
 - G.5. Total amount of reimbursement requested with charges calculated in accordance with the attached exhibit(s)
 - G.6. Name and address of airport authority or business name
 - G.7. Point of contact with address, telephone, fax and e-mail address
 - G.8. Tax Identification Number and DUNS number
 - G.9. Supporting documentation to substantiate the amount of funds to be disbursed by TSA.
 - G.10. Remittance Address
- H. Invoices shall be e-mailed, faxed or sent via U.S. mail to FINCEN at the following addresses:
(Please use only one method per invoice submission.)

Email:
FIN-SMB-TSAINVOICES@uscg.mil

Fax: (addressed to TSA Invoices)
757-413-7314

U.S. Mail:
TSA Commercial Invoices
USCG Finance Center
P.O. Box 4111
Chesapeake, VA 23327-4111

- I. Airport's failure to submit a Proper Invoice within one (1) year of completion of service for any period of service may, in the sole discretion of TSA, result in delay of payment, reduction of payment, or no payment in the event appropriated funds are no longer available. TSA shall have the right to audit utility charges in accordance with the cost principles for state, local and Indian tribal governments contained in Office of Management and Budget Circular A-87, as revised.

ARTICLE VIII - IMPROVEMENTS OR ALTERATIONS

- A. TSA shall have the right to make such additions, improvements, modifications, revisions or other alterations within the Space as are necessary for required security operations at the Property. To the extent required under federal law, TSA's contractors will abide by state and local permitting requirements when making alterations to the Space. The Airport shall use its best efforts to support TSA in obtaining required permits in a timely fashion so as to minimize delay.
- B. TSA shall, whenever possible, notify the Airport in advance when any additions, improvements, modifications, revisions or other alterations to the Space are planned, and shall coordinate such alterations with Airport. In addition, upon completion, TSA will allow the Airport to inspect the same and will provide an updated set of working drawings showing the current as-built condition of the Space. The Airport will safeguard such as-built drawings from unauthorized access or disclosure as Sensitive Security Information in accordance with the requirements of 49 C.F.R. part 1520.
- C. Any and all furniture and equipment or other personal property placed or installed within the Space by TSA shall, at TSA's option, remain personal property, notwithstanding the fact that it may be affixed or attached to the Space, and shall remain the property of TSA during the term of this Agreement and, at TSA's option, be removable by TSA at any time from the Space.

ARTICLE IX - GOVERNING LAW

Federal law governs this Agreement. Airport shall comply with all federal, state and local laws applicable to Airport as owner of the Property. TSA will comply with all federal, state and local laws applicable to and enforceable against TSA under federal law, provided that nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the TSA. Airport is required by the terms of certain grant assurances entered into with the Federal Aviation Administration to include certain clauses in all contracts. TSA shall be bound by those clauses to the degree required by federal law.

ARTICLE X - COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

ARTICLE XI - AUDITS

TSA shall have the right to examine or audit relevant financial records for each Airport facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, Airport shall maintain: project records, technology maintenance records, and data associated with this Agreement, or any part thereof, which remain in force and effect and for a period of three (3) years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work

terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under Article XIV, Disputes, regarding this Agreement shall not be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form, that relate to this Agreement for each facility.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This Article shall not be construed to require Airport, or its contractors or subcontractors who are associated with or engaged in activities relating to this Agreement, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

ARTICLE XII – AUTHORIZED REPRESENTATIVES

The TSA Contracting Officer is the only person authorized to make any changes, approve any changes in the requirements of this Agreement, obligate funds and authorize the expenditure of funds.

The Contracting Officer's Representative (COR) is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Airport will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Airport as a change in scope or liability to either party.

TSA Contacts

Contracting Officer

Isabel Roman-Cogswell
Branch Chief, Human Capital and Finance Division
Transportation Security Administration
Office of Acquisition
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-2461
Email: isabel.cogswell@tsa.dhs.gov

Contracting Officer's Representative

Rafiqul Islam
Transportation Security Administration
Field Real Estate Division
601 S. 12th Street
Arlington, VA 20598-6025
Phone: 571-227-5173
Email: rafiquel.islam@tsa.dhs.gov

Airport Contacts

Primary Contact

Timothy J. Thorsen
Airport Operations Manager
2301 University Drive, Building 17, Suite 225B
PO Box 991
Bismarck, ND 58502-0991
Phone: (701) 355-1808
Email: tthorsen@bismarcknd.gov

Secondary Contact

Elaine Hendrickson
Principle Office Assistant
2301 University Drive, Building 17, Suite 225B
PO Box 991
Bismarck, ND 58502-0991 City, State, Zip
Phone: (701) 355-1807
Email: ehendrickson@bismarcknd.gov

ARTICLE XIII - LIMITATIONS ON LIABILITY

- A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.
- B. TSA's liability for operations on the Property shall be in accordance with federal law. TSA, as an instrument of the federal government has sovereign immunity. However, under the Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 1346(b)(1), 1402(b), 2401(b), 2671-2680, sovereign immunity is waived with respect to certain torts. Under the FTCA, airports, passengers and other aggrieved parties may pursue a claim against TSA for damage to or loss of property, or personal injury or death caused by the negligent or wrongful act or omission of an employee of TSA while acting within the scope of employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend TSA's liability beyond that existing under the FTCA or to preclude TSA from using any defense available at law or equity.
- C. If the Airport receives any communication from a source other than the Contracting Officer, which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the Airport must contact the Contracting Officer verbally and in writing immediately in order to be eligible for reimbursement of such cost. Additionally, in order to receive reimbursement, the Airport has the affirmative duty to notify the TSA Contracting Officer in the event that Airport believes that any act or omission of a TSA agent or employee would increase Airport costs and cause the Airport to seek compensation from TSA beyond TSA's liability as stated in Article IV, Responsibilities, or Article VI, Funding and Limitations.
- D. No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE XIV – DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of the Airport. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. Notice of the dispute shall be made in writing and signed by a duly authorized representative of the Airport or the TSA Contracting Officer.

At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations the Airport may submit the dispute to the Deputy Administrator for Acquisition. If the decision of the Deputy Administrator for Acquisition is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Acquisition. The TSA Assistant Administrator for Acquisition's decision shall be a final decision of the Agency and is appealable pursuant to Federal law.

ARTICLE XV – TERMINATION

Either Party may terminate this Agreement by providing written notice. Such notification must be provided no later than sixty (60) days prior to such termination.

ARTICLE XVI - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of the Airport. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the change or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Reasonable administrative changes or modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

ARTICLE XVII – CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both Parties agree to provide their best efforts to achieve the objectives of this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each Party acknowledges that there are no exceptions taken or reserved under this Agreement.

ARTICLE XVIII - PROTECTION OF INFORMATION

The Parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

A. RELEASE OF TECHNICAL DATA

No information, oral or written, concerning the scope of this Agreement, shall be published or released to the public without the prior written approval of the TSA Contracting Officer.

B. RECORDS AND RELEASE OF INFORMATION

In the event the Airport obtains Sensitive Security Information (SSI) pursuant to this Agreement, as defined in 49 CFR Part 1520, such information shall be handled in accordance with that regulation and TSA policies. All staff assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

C. MEDIA

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers the day and year first above written.

Airport

United States of America

Signature, Airport Representative

Signature, Contracting Officer

Michael C. Seminary, President
Board of City Commissioners, City of Bismarck

Name printed

Isabel Roman-Cogswell

Name printed

Date

Date

END OF AGREEMENT

Exhibit 1

TSA Space Summary

Bismarck Airport

Area	Square Feet
TSA Security Screening Checkpoints	1,657
TSA Baggage Screening Area	825
Total TSA Space	2,482

Exhibit 3

Janitorial Services

The Airport or its contractor shall provide the following services, **as applicable**, at the specified frequencies or as needed to accommodate surge conditions:

SERVICE	FREQUENCY
(a) Remove trash	Daily
(b) Vacuum carpets	Daily
(c) Clean glass	Daily
(d) Dust TSA walls, partitions, ground level dusting of equipment legs (Not included: horizontal surfaces within space such as tops of tables and equipment and divestiture bins).	Weekly
(e) Sweep baggage screening floor areas	Weekly
(f) Mop screening area	As needed
(g) Carpet cleaning	As needed

Janitorial Services performed shall be generally consistent with janitorial standards for space throughout the terminal complex. Special services, to include the clean-up of bio-hazardous spills, shall be provided immediately upon request of TSA personnel.

Exhibit 4

Cost of Janitorial Services

Cleaning Rate (unloaded)	Total Square Footage	Janitorial Costs
\$3.38 per square foot	2,482 square feet	\$8,389.20 annual cost \$699.10 pro-rated monthly costs

	Sq. Ft	Sq. Ft %	Janitorial Cleaning Rate	Annual Cost	Pro-rated Monthly Cost
Total Airport Janitorial Space to be cleaned by the Airport's contractor.	78,000	100%	\$3.38	\$263,915.33	
TSA Janitorial Space	2,482	3.18%	\$3.38	**\$8,389.20	\$699.10
**The annual amount is rounded for equal monthly invoices.					
Security Checkpoints	1,657				
Baggage Screening Area	825				
Total	2,482				

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 2115205CKP004		PAGE 1 OF 2	
OFFEROR TO COMPLETE: Section 30							
2. CONTRACT NO. HSTS01-15-H-CKP004		3. AWARD/EFFECTIVE DATE See Block 31c.		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME: Andrea Adam		b. TELEPHONE NUMBER: 571-227-4627		6. SOLICITATION ISSUE DATE	
9. ISSUED BY CODE 25 Transportation Security Administration Office of Acquisition, Human Capital & Finance Division 601 S. 12 th Street Arlington, VA 20598-6025				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: For <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: NAICS: 488119			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-A3 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO CODE 25 Transportation Security Administration 601 S. 12 th Street Arlington, VA 20598-6025				16. ADMINISTERED BY CODE 01 Transportation Security Administration Office of Acquisition, Human Capital & Finance Division 601 S. 12 th Street Arlington, VA 20598-6025			
17a. Contractor/ Code Offeror City of Bismarck Bismarck Airport 2301 University Drive, Bldg 17, Suite 225B Attn: Timothy J. Thorsen, Airport Operations Manager Bismarck, ND 58502-0991 Phone: (701) 355-1808 Email: tthorsen@bismarcknd.gov				18a. PAYMENT WILL BE MADE BY CODE 51800 Commanding Officer USCG Finance Center 1430A Kristina Way Chesapeake, VA 23326-0624			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	HSTS01-15-H-CKP004 is an Other Transaction Agreement (OTA) between TSA and the City of Bismarck. This OTA establishes the terms and conditions for the use of space and reimburses fixed janitorial costs for the TSA security checkpoint and baggage areas at Bismarck Airport (BIS). Reimbursement for metered electrical costs will be provided by a separate miscellaneous obligation.						
25. ACCOUNTING AND APPROPRIATION DATA See Continuation Page 2.						\$8,389.20	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 & 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER Isabel Roman-Cogswell		31c. DATE SIGNED	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSTS01-15-H-CKP004	Page 2	OF 2
NAME OF OFFEROR OR CONTRACTOR: Bismarck Airport			

DUNS: 080245640

1. Purpose

The purpose of this Other Transaction Agreement is to establish the terms and conditions for the use of space and obligate funding for fixed janitorial costs for the TSA security checkpoint and baggage area at Bismarck Airport (BIS). Reimbursement for metered electrical costs will be provided by a separate miscellaneous obligation.

Period of Performance

The period of performance begins on the date signed by the Contracting Officer in Block 31c. of this SF 1449 and will continue for 12 months thereafter.

2. Obligated Funding

The following funding is provided for fixed janitorial costs as follows:

	Annual Costs	Pro-rated Monthly Costs	# Months	Obligated Funding
Janitorial**	\$8,389.20	\$699.10	12	\$8,389.20

**The annual amount is rounded for equal monthly invoices.

3. Accounting and Appropriation Data

Funding is obligated in accordance with the following Accounting and Appropriation Data:

Purchase Request #	Item #	Services	Amount	Accounting Code
2115205CKP004	00001	Janitorial	\$8,389.20	5AV156A000D2015ADE020G E000077006402642CKP- 5903001414110000-2540

4. Total Obligated Funding

The total obligated funding for this agreement is **\$8,389.20**.

End of HSTS01-15-H-CKP004

Exhibit 2
BIS OTA HST501-15-H-CKP004
TSA Metered Screening Equipment Power Consumption Estimate
October 2014

Version:	Input Cost per KWH (\$)		\$0.084						
	Equipment	Input Operating Time (Hours):	Input Idle Time (Hours):	Input Turned Off Time (Hours):	Input Number of Machines:	Per Unit Cost per day (\$)	Total Cost per Day	Total Cost per Month	Total Cost per Year
EDS:	InVision CTX-2500 [GE]	16.0				\$2.822	\$0.00	\$0.00	\$0.00
	InVision CTX-5500 [GE]	16.0				\$4.032	\$0.00	\$0.00	\$0.00
	InVision CTX-9000 [GE, Morpho]	16.0				\$13.037	\$0.00	\$0.00	\$0.00
	L3 eXaminer	16.0			1.0	\$7.392	\$7.39	\$224.84	\$2,698.08
	UPS	0.0				\$0.000	\$0.00	\$0.00	\$0.00
	CT-80 [Reveal]	8.0				\$1.411	\$0.00	\$0.00	\$0.00
ETD:	Smiths Detection Ionscan 400B [Barringer]	0.0				\$0.000	\$0.00	\$0.00	\$0.00
	Thermo Detection EGIS II	0.0				\$0.000	\$0.00	\$0.00	\$0.00
	Itemiser II [Morpho Detection, GE, Ion Track]	3.0			4.0	\$0.025	\$0.10	\$3.07	\$36.79
	Itemiser DX [Morpho Detection , GE]	16.0				\$0.133	\$0.00	\$0.00	\$0.00
	Smith Detection Ionscan 500DT	16.0			1.0	\$0.376	\$0.38	\$11.45	\$137.36
ETP:	EntryScan3e [GE]	16.0				\$1.613	\$0.00	\$0.00	\$0.00
	Smith Detection Sentinel II	16.0				\$6.989	\$0.00	\$0.00	\$0.00
X-Ray Equipment:									
TRX	Rapiscan 520B	16.0				\$1.546	\$0.00	\$0.00	\$0.00
	Rapiscan 522B	16.0				\$1.546	\$0.00	\$0.00	\$0.00
	Rapiscan 519	16.0				\$0.806	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 110 [L3]	16.0				\$2.318	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 208 [L3]	16.0				\$2.318	\$0.00	\$0.00	\$0.00
	PerkinElmer Linescan 237 [L3]	16.0				\$2.318	\$0.00	\$0.00	\$0.00
	EG&G	16.0				\$2.318	\$0.00	\$0.00	\$0.00
	Heimann 6040i [Smiths Detection]	3.0				\$0.145	\$0.00	\$0.00	\$0.00
	Heimann 7555i [Smiths Detection]	16.0				\$0.773	\$0.00	\$0.00	\$0.00
	Heimann 5030i [Smiths Detection]	16.0				\$1.546	\$0.00	\$0.00	\$0.00
AT1	Rapiscan 620DV	16.0				\$1.344	\$0.00	\$0.00	\$0.00
	Heimann 6040aTiX [Smiths Detection]	16.0				\$1.638	\$0.00	\$0.00	\$0.00
AT2 Scanner	Rapiscan-620DV	16.0				\$1.640	\$0.00	\$0.00	\$0.00
	L3 ACX-6.4MV	16.0				\$1.865	\$0.00	\$0.00	\$0.00
	Smiths Heimann-6040aTiX	16.0				\$2.360	\$0.00	\$0.00	\$0.00
AT2 AVS	Rapiscan-620DV	16.0				\$0.269	\$0.00	\$0.00	\$0.00
	L3 ACX-6.4MV	16.0			2.0	\$0.134	\$0.27	\$8.18	\$98.11
	Smiths Heimann-6040aTiX	16.0				\$0.134	\$0.00	\$0.00	\$0.00
WTMD Equipment:	CEIA 02PN20	3.0			1.0	\$0.010	\$0.01	\$0.31	\$3.68
	Metorex 200D Rapiscan	16.0				\$0.054	\$0.00	\$0.00	\$0.00
	Garrett 6500i Enhanced Metal Detector	16.0				\$0.047	\$0.00	\$0.00	\$0.00
AIT Scanner	Rapiscan-Secure1000	16.0				\$1.236	\$0.00	\$0.00	\$0.00
	L3 Provision-SC100	16.0				\$0.968	\$0.00	\$0.00	\$0.00
AIT IO Workstation	Rapiscan-Secure1000	16.0				\$0.134	\$0.00	\$0.00	\$0.00
	L3 Provision-SC100	16.0				\$0.134	\$0.00	\$0.00	\$0.00
BLS Equipment:	Thermo Fisher Scientific TruScreen [Ahura]	16.0				\$0.020	\$0.00	\$0.00	\$0.00
	Ceia EMA-MS	16.0				\$0.001	\$0.00	\$0.00	\$0.00
	Smiths ResponderR	16.0			1.0	\$0.002	\$0.00	\$0.07	\$0.88
CPI Equipment	Spectrum CastScope	16.0				\$0.470	\$0.00	\$0.00	\$0.00
Operational Equipmer	Motorola Quantar Repeater/Station	24.0				\$0.202	\$0.00	\$0.00	\$0.00
							Total Cost per Day	Total Cost per Month	Total Cost per Year
Total							\$8.15	\$247.91	\$2,974.90

Notes: **Operating Time:** Time the system is expected to be on and in use. The value is a weighted average based on the utilization rates determined for each system. Example being the AIT is not always performing a scan, due to the time required for the passenger to enter the system and the fact that checkpoints are not continuously in a fully loaded condition, thus the operating time power consumption value is a weighted average between the power used to perform a scan and the power used while the system is idle.

Idle Time: Time the system is powered on but not expected to be screening.

Turned Off Time: Time the system is turned completely off but is still plugged in and thus may be drawing a small amount of power.

CONTRACT CHANGE ORDER FORM

#2D2

AIP 52

DEPARTMENT

Contract between the City of Bismarck and NORTHERN IMPROVEMENT COContract Number: 2014-00000042 Change Order Number: #2 FINALProject/Subproject: _____ Original Contract Amt: \$1,999,539.20Project Description: RUNWAY 13/31 REHABILITATION (MILL & PATCH)Previous Contract Amount: \$1,999,539.20Change Order Amount: MINUS (\$292,989.19) FINAL TOTAL: \$1,706,550.01Original Contract Date: JUNE 27, 2014 Change in Contract Timeline: NAWithin Project Scope: (Y) / N* Within Project Funding: (Y) / N**

*If not within project scope, attach description of change in scope for Board approval.

**If not within project funding, attach revised Project Budget for Board approval.

Type of Change Order

☐ Non Design-related Change Order: These change orders include unforeseen conditions, code-related issues, and building inspector changes.☐ Design-related Change Order: These change orders include unforeseen conditions that affect the appearance, layout, functionality, dimensions, and/or quality of the project.☐ Emergency Field Condition Change Orders: These change orders include any condition that causes an emergency situation where safety or other immediate losses may occur.☒ Other: (describe) ADJUST TO FINAL INSTALLED QUANTITIES

Project Manager Signature: (<\$15,000) _____ Date _____

Department Head Signature: (<\$25,000) _____ Date _____

ADMINISTRATION

City Administrator Signature: (<\$50,000) _____ Date _____

Add to Commission Consent Agenda

COMMISSION APPROVAL

Commission Approval Date: _____

Attach minutes for Commission Approval

FISCAL

Comments: _____

GRANTS COORDINATOR: _____ Signature _____ Date Completed _____

TO ALL DEPARTMENTS: Please attach a copy of the change order

ENCL 2

COPIES SENT TO: _____

◇ Letter of Transmittal

Date:	November 5, 2014
To:	City of Bismarck Attn: Tim Thorsen, Airport Operations Manager 2301 University Drive, Building 17 P.O. Box 991 Bismarck, ND 58502
Copy To:	File
From:	Tom Neigum, PE
Re:	Bismarck Airport - Runway 13-31 Rehabilitation (Mill & Overlay)
Project #:	AIP 3-38-0003-052-2014; KLJ 1513710

We Are Sending You:

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover	<input type="checkbox"/> As Requested
<input type="checkbox"/> Prints/Plans	<input type="checkbox"/> For Your Information	<input checked="" type="checkbox"/> For Your Review
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> For Your Signature	<input type="checkbox"/> Samples
<input type="checkbox"/> Other		

Shipped via: Hand Delivered

Copies (#)	Description
4	Change Order #2 - FINAL
4	Final Review & Acceptance

Remarks

Attached is Changer Order #2 - FINAL for the above project. If acceptable, please sign and date all four originals. Keep two for your records. Return two originals to KLJ. I will keep one for our records and forward the other to Northern Improvement.

Attached is the Final Review & Acceptance Form. If acceptable, please sign and date all four originals. Return all four originals to me. You will receive an original in the Project Closeout Report.

If you have any questions, I can be reached at tom.neigum@kljeng.com or 701-355-8415. Thanks!

CHANGE ORDER - SECTION 1

Change Order Number 2 - FINAL
 Date November 4, 2014
 Airport Name Bismarck Airport; Bismarck, ND
 Federal Grant No. 3-38-0003-052-2014
 Owners Project No. GL 600-620-603-6630-210 APG.AIP52 RPMP
 Eng. Proj. No. 1513710

Contractor Northern Improvement Company
 Contract Date June 27, 2014
 Contract Description Runway 13-31 Rehabilitation and Miscellaneous Items.

General Reason for Change - Quantify and explain details in Sections 2 & 3.

1. Project quantities were adjusted to final amounts.

This change results in the following adjustment to the contract.

Total contract amount prior to this change order:

TOTAL	\$	1,999,539.20
NON-AIP	\$	-
AIP	\$	1,999,539.20

Change resulting from this change order:

TOTAL	\$	(292,989.19)
NON-AIP	\$	-
AIP	\$	(292,989.19)

Total contract amount including this change order:

TOTAL	\$	1,706,550.01
NON-AIP	\$	-
AIP	\$	1,706,550.01

Completion date prior to this change order:

September 18, 2014

Change resulting from this change order:

0

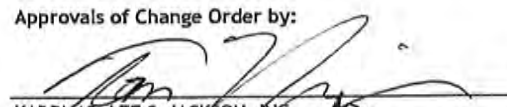
Working Days

Revised completion date resulting from this change order:

September 18, 2014

Approvals of Change Order by:

Date Signed


 KADRAS, LEE & JACKSON, INC.

11/04/14


 NORTHERN IMPROVEMENT COMPANY

11/5/14

CITY OF BISMARCK

CHANGE ORDER - SECTION 2
Summary of Changes

Change Order No. 2 - FINAL
 Federal Grant No. 3-38-0003-052-2014

ITEM NO.	SPEC. NO.	DESCRIPTION OF ITEM	QUANTITIES			UNIT	UNIT PRICE	REVISED COST	CHANGED COST
			PLANNED	REVISED	CHANGE				
1	SP-P-232	Pavement Reinforcing Mesh	34,716	34,602	(114)	S.Y.	\$ 6.50	\$ 224,913.00	\$ (741.00)
2	P-401	Plant Mix Bituminous Pavement (Leveling Course, If Needed)	500	-	(500.00)	Ton	123.00	-	(61,500.00)
3	P-401	Plant Mix Bituminous Pavement (Base Course)	4,050	3,353.99	(696.01)	Ton	87.00	291,797.13	(60,552.87)
4	P-401	Plant Mix Bituminous Pavement (Surface Course)	4,050	3,650.70	(399.30)	Ton	87.00	317,610.90	(34,739.10)
5	P-401	Asphalt Cement, Type PG 58-28	560	385.62	(174.38)	Ton	584.80	225,510.58	(101,977.42)
6	SP-P-411	Mill and Salvage Bituminous Pavement	34,716	34,602	(114)	S.Y.	5.20	179,930.40	(592.80)
7	P-603	Bituminous Tack Coat	3,472	4,226	754	Gal.	2.20	9,297.20	1,658.80
8	P-620	Temporary Runway & Taxiway Painting	113,042	24,249	(88,793)	S.F.	0.40	9,699.60	(35,517.20)
9	P-620	Runway & Taxiway Painting	113,042	116,043	3,001	S.F.	0.40	46,417.20	1,200.40
10	P-621	Saw-Cut Grooves	34,716	34,602	(114)	S.Y.	2.00	69,204.00	(228.00)
11	SP-Gen	Airside Traffic Control	1	1.00	-	L.S.	152,690.00	152,690.00	-
12	SP-Gen	Mobilization	1	1.00	-	L.S.	179,480.00	179,480.00	-
TOTAL COST								\$1,706,550.01	\$(292,989.19)
TOTAL CHANGE									\$(292,989.19)
NON-AIP CHANGE									\$ -
AIP CHANGE									\$(292,989.19)
NOTE: The items highlighted above in blue are items that are funded 100 percent non-AIP and 0 percent AIP.									

Change Order No. 2 - FINAL

Federal Grant No. 3-38-0003-052-2014

a. Change Order Item No.: C02-1 Description: Project quantities adjusted to final amounts.

Reason for Change:
All project quantities were adjusted to final amounts.

b. Change Order Item No.: Description:

Reason for Change:

c. Change Order Item No.: Description:

Reason for Change:

d. Change Order Item No.: Description:

' Reason for Change:

Bismarck *Finance Department*

MEMORANDUM

TO: Keith Hunke

FROM: Sheila Hillman *SH*

DATE: November 19, 2014

SUBJECT: 2014 Budget Adjustment for Police

Please place this item on the consent agenda for the City Commission meeting on November 25, 2014.

The Police are projected to exceed their 2014 General Fund budget for maintenance and repair of vehicles. The current budget is \$100,500 and an additional \$57,000 for repairs is estimated by year end. They have been monitoring those expenses and making adjustments in their operating budget to date but still project an overall shortfall of \$49,900. The current budget includes a special line item of \$17,500 for annual physical fitness assessment for the officers. St. A's Human Performance Center which provides the assessments, has recently reviewed and changed the assessment process so will not be able to schedule the Police in 2014. With Commission approval, these funds could be used to help offset the projected shortfall for the vehicle repair reducing it to \$32,400.

The 2014 One-time budget for Police includes of \$176,000 for prisoner care which is utilized once the Police funds of \$266,000 for prisoner care are expended. Based on the projected expenditures through December, an additional \$40,000 is needed to fund the estimated costs for 2014.

The 2014 One-time budget for Police includes \$1,264 for towing expense which is also utilized once the Police funds of \$35,736 for towing are expended. Based on the current projected expenditures to date, an additional \$8,800 is needed to fund the estimated cost for 2014.

The Police video surveillance system is not working properly and requires repair/upgrade with an estimated cost of \$3,100. The 2014 One-time budget for Police included funding for the replacement of the video systems in the patrol cars. The project has been completed and has excess funds available to cover the costs for the surveillance system.

Police also have excess One-time Funds for overtime and grant match for salaries that have not been utilized. The request is to authorize the use of the excess One-time funds to fund the additional cost of vehicle maintenance and repair, prisoner care, towing and repair/upgrade of the surveillance system.

Please let me know if you have any questions.

221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503 ★ Phone: 701-355-1600 ★ Fax: 701-221-3572

Assessing Division ★ Phone: 701-355-1630 ★ Fax: 701-222-6606

Fiscal Services Division ★ Phone: 701-355-1615 ★ Fax: 701-222-6606

Information Technology Division ★ Phone: 701-355-1600 ★ Fax: 701-221-3572

TDD: 711

www.bismarck.nd.gov



CITY OF BISMARCK

Ordinance No. 6089

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 3-03-06 OF THE BISMARCK CODE OF ORDINANCES (REV.) RELATING TO PUBLIC NUISANCE.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 3-03-06 of the City of Bismarck Code of Ordinances (1986 Rev.) relating to Public Nuisance is hereby amended and re-enacted to read as follows:

3-03-06. Public Nuisance.

1. Every dog or cat that has committed any of the following acts is deemed to be a public nuisance:

- a. ~~Habitually~~ At large on more than one occasion.
- b. ~~Habitually~~ Annoys, barks at or chases any person or vehicle.
- c. ~~Habitually~~ Disturbs the peace by barking, howling or fighting.
- d. Bites any person off the premises of the owner or any person lawfully on the premises of the owner.
- e. ~~Habitually~~ Attacks and injures, without provocation, any domestic animal or bird or other animal protected by law.

f. Approaches any person, off of or lawfully on the premises of the owner, in a vicious or terrorizing manner or in an apparent attitude of attack.

* * * * *

*Reference: NDCC Chapter 42-03
(Ord. 5709, 03-24-09)*

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall take effect following final passage and adoption.

CITY OF BISMARCK

Ordinance No.6093

First Reading _____

Second Reading _____

Final Passage and Adoption _____

Publication Date _____

AN ORDINANCE TO AMEND AND RE-ENACT SECTIONS 7-01-03 AND 7-01-05 OF THE BISMARCK CODE OF ORDINANCES (REV.) RELATING TO COMPETITIVE BIDDING REQUIRED AND CONVEYANCE, SALE, LEASE OR DISPOSAL OF REAL OR PERSONAL PROPERTY.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 7-01-03 of the City of Bismarck Code of Ordinances (1986 Rev.) relating to Competitive Bidding Required is hereby amended and re-enacted to read as follows:

7-01-03. Competitive Bidding Required.

1. All purchases of and contracts for supplies and contractual services, and all sales of property that has become obsolete or unusable must, except as otherwise provided herein, be based on competitive bids. Unless otherwise directed by the commission, or otherwise provided by law, all bids must be advertised in the local newspaper once each week for two consecutive weeks with the bid opening at least 10 days after the last advertisement.

* * * * *

3. All sales or dispositions of obsolete or unusable property, when the estimated value exceeds \$31,000.00, may be sold only at public sale except as provided by Section 7-01-05. Sales of property of an estimated value of \$31,000.00 or less may be made by private sale.

* * * * *

Reference: NDCC Sec. 44-08-01; 44-08-01.1; 40-11-04.

(Ord. 4403 & 4404, 10-22-91; Ord. 4422, 03-24-92; Ord. 4592, 03-29-94; Ord. 6062, 06-10-14)

Section 2. Amendment. Section 7-01-05 of the City of Bismarck Code of Ordinances (1986 Rev.) relating to Conveyance, Sale, Lease or Disposal of Real or Personal Property is hereby amended and re-enacted to read as follows:

7-01-05. Conveyance, Sale, Lease or Disposal of Real or Personal Property.

1. Personal property valued at less than \$31,000.00 that has been determined obsolete and is no longer used by the city may be sold at private sale. The department head of the department selling the obsolete property shall make a record of the sale containing a description of the obsolete property, the reason it is no longer used, the date of sale, the purchase price, and the party to whom the obsolete property was sold. Purchases of obsolete property owned by the city may not be made by city employees or their agents except at public sale. Such sales must be reported to the Board of City Commissioners.

Real or personal property valued at more than \$31,000.00 belonging to the municipality may be conveyed, sold or disposed of only as approved by a majority vote of all members of the governing body. ~~Instruments effecting such conveyance, sale, lease, or disposal are valid only when duly executed by the president of the Board of City Commissioners and attested by the city auditor.~~ The governing body ~~by duly adopted resolution~~ shall determine whether property with an estimated value of ~~less~~ more than \$35,000.00 shall be sold at public or at private sale. Property valued over \$105,000.00 may be sold only at public sale, or as provided under paragraph 2 of this section or by section 7-01-07. When a public sale is required or authorized a notice containing a description of the property to be sold and designating the place where and the day and hour when the sale will be held must be published in the official newspaper once each week for two consecutive weeks with the last publication being at least ten days in advance of the date set for the sale. The notice shall specify whether the bids are to be received at auction or as sealed bids as determined by the governing body of the municipality. The property advertised must be sold to the highest bidder if the bid is deemed sufficient by a majority of the governing body, unless all bids are rejected.

2. Used motor vehicles which are determined by the department head and fleet services to be obsolete or unneeded for departmental operations and are available for other city operations shall first be offered to other city departments. If no other city department acquires the motor vehicle or if the motor vehicle is not appropriate for other city use, the department owning the motor vehicle may publicly list the motor vehicle as for sale in a classified ad or another public market place commonly used for the sale of motor vehicles. A department wishing to sell a motor vehicle valued at more than \$3,000 must first obtain the permission of the governing body before publicly listing the motor vehicle. City employees or their agents may not purchase motor vehicles owned by the city and sold through a public listing. Motor vehicles forfeited to the Police Department shall be incorporated into the Police Department fleet or sold at public sale as described in paragraph 1 of this section.

32. When specific statutory provisions contained in the North Dakota Century Code provide for a procedure governing the conveyance, sale, lease or disposal of real property, those procedures shall apply unless modified by this section. Said statutory procedures include, but are not limited to:

* * * * *

Reference: NDCC Sec. 40-11-04; (Ord. 4157, 6-23-87; Ord. 4414, 02-25-92; Ord. 4469, 09-29-92; Ord. 4592, 03-29-94; Ord. 5173, 05-14-02)

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4. Effective Date. This ordinance shall take effect following final passage and adoption.

Bismarck

Department of Public Works

MEMORANDUM

TO: Keith Hunke – Assistant City Administrator

FROM: Jeff Heintz – Public Works Service Operations Director



DATE: November 17, 2014

RE: Consent Agenda Item - Permission to Renew Annual Contract for Janitorial Services for the City/County Building and the Public Health Building for 2015 and 2016

Please place on the November 25th, 2014 Board of City Commissioner meeting consent agenda the request to renew the annual contract for janitorial services as allowed in the contract for the City/County and Public Health buildings for 2015 and 2016.

The City received the bid on Tuesday, November 26th, 2013. The City Commission approved the bid and awarded the contract to Bader Maids, Inc. The contract document allowed for an annual renewal for janitorial services. We have been pleased with Bader Maids work and are requesting approval to renew the contract for the City/County and Bismarck Burleigh Public Health buildings for 2015 and 2016.

I will not be present at the City Commission meeting to respond to questions the Board may have regarding this matter. Please contact me before Tuesday, November 25th if you have questions or require additional information. Lavonne Wohl, Facilities Manager will be present at the City Commission meeting if you have questions.

REGULAR AGENDA

ITEM

#3

CITY OF BISMARCK

Ordinance No. 6090

<i>First Reading</i>	
<i>Second Reading</i>	
<i>Final Passage and Adoption</i>	
<i>Publication Date</i>	

AN ORDINANCE TO AMEND SECTIONS 1-02-02, 1-02-03 and 6-09-02 OF THE CITY OF BISMARCK CODE OF ORDINANCES RELATING TO PENALTY AND FINES, CLASSIFICATION OF OFFENSES (TITLE 1) AND CLASSIFICATION OF OFFENSES (TITLE 6).

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 1-02-02 relating to Penalty and Fines is hereby amended and re-enacted as follows:

1-02-02. Penalty and Fines.

1. Except as provided in subsections 2 and 3, the fine or penalty for the violation of any ordinance, resolution, or regulation shall not exceed \$1,500.00, and the imprisonment shall not exceed thirty days for one offense.

2. For every violation of an ordinance regulating the operation or equipment of motor vehicles or regulating traffic, except those ordinances listed in section 39-06.1-05, N.D.C.C., a fee may be established, by ordinance, which shall not exceed the limits, for equivalent categories of violations, set forth in section 39-06.1-06, N.D.C.C.

3. For a violation of an ordinance enforcing the requirement of 40 CFR 403 relating to publicly owned treatment works or a violation of an ordinance prohibiting shoplifting, vandalism, criminal mischief, or malicious mischief, the penalty may not exceed a fine of \$1,500.00, imprisonment for thirty days, or both such fine and imprisonment.

This section shall not be construed to prohibit the utilization of the sentencing alternatives, other than a fine or imprisonment, provided by section 12.1-32-02, N.D.C.C., for the violation of a city ordinance, nor shall this section limit the

use of deferred or suspended sentences pursuant to chapter 12-53, N.D.C.C.

*References: NDCC 40-05-06; 39-06.1-06
(Ord. 4866, 09-09-97; Ord. 5977, 06-25-13)*

Section 2. Amendment. Section 1-02-03 relating to Classification of Offenses is hereby amended and re-enacted as follows:

1-02-03. Classification of Offenses. Offenses against the ordinances of this city are divided into these classes:

1. Offense, for which the penalty shall be as set forth in section 1-02-02.

2. Infraction, for which a maximum fine of \$~~5~~1000.00 may be imposed, provided that any person convicted of an infraction who has, within one year prior to commission of the infraction for which convicted, been previously convicted of an offense classified as an infraction of state statutes or the ordinances of this or any other North Dakota municipality may be sentenced as though convicted of an offense. If the prosecution contends that the infraction is punishable as an offense, the complaint shall so specify unless the prosecution is unable within reasonable effort to learn of the prior conviction prior to execution of the complaint.

3. All violations of the provisions of the ordinances of this city other than non-criminal traffic offenses are offenses unless specifically labeled infractions or unless a different classification or punishment is specifically authorized.

4. Except as provided in this section or as the context may otherwise indicate the term "offense" refers to all violations of the ordinances of this city including infractions.

Section 3. Amendment. Section 6-09-02 relating to Classification of Offenses is hereby amended and re-enacted as follows:

6-09-02. Classification of Offenses. Offenses against the ordinances of this city are divided into two classes as follows:

1. Offense, for which a maximum penalty of 30 days imprisonment, a fine of one thousand five hundred dollars, or both, may be imposed. For a violation of an ordinance enforcing the requirement of 40 CFR 403 relating to publicly owned treatment works or prohibiting shoplifting, vandalism,

criminal mischief or malicious mischief, a fine of one thousand dollars, imprisonment of 30 days, or both such fine and imprisonment.

2. Infraction, for which a maximum fine of one thousand ~~five hundred~~ dollars may be imposed, provided that any person convicted of an infraction who has, within one year prior to commission of the infraction of which convicted, been previously convicted of an offense classified as an infraction of state statutes or the ordinances of this or any other North Dakota municipality may be sentenced as though convicted of an offense. If the prosecution contends that the infraction is punishable as an offense, the complaint shall so specify unless the prosecution is unable with reasonable effort to learn of the prior conviction prior to execution of the complaint.

3. All violations of the provisions of the ordinances of this city are offenses unless specifically labeled infractions or unless a different classification or punishment is specifically authorized.

4. Except as provided in this section or as the context may otherwise indicate the term "offense" refers to all violations of the ordinances of this city including infractions.

(Ord. 5142, 11-27-01; Ord. 5977, 06-25-13)

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 5. Effective Date. This ordinance shall take effect following final passage and adoption.

ITEM

#4

ORDINANCE NO. 6091

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-03-02 OF THE 1986 CODE OF ORDINANCES, OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the RM30 – Residential District and included within the PUD – Planned Unit Development District.

Lots 1-102, Block 1 and Lots 1-17, Block 2, Stoneridge Addition

This PUD is subject to the following development standards:

1. *Uses Permitted.* Uses permitted include a maximum of 27 residential units in a mix of 3 to 5-unit row houses. The configuration of residential units shall generally conform to the overall development plan for Stoneridge Addition dated July 25, 2014. Any change in the use of the property from that indicated above will require an amendment to this PUD.
2. *Multi-family Residential Development Standards.* Each buildable lot shall have an area of not less than twelve-hundred (1,200) square feet, a minimum width at the building setback line of not less than sixteen (16) feet, a minimum front yard setback of twenty (20) feet (as measured from the edge of the lot), a minimum side yard setback of five (5) feet, a minimum rear yard setback of five (5) feet, and a maximum building height of forty (40) feet. Rear yards are along the private access roads and the front yard is along the courtyard portion of the site.

3. *Private Driveway Maintenance.* The development and construction of the private driveways shall be the responsibility of the developer. On-going repair and maintenance of the private roadway shall be the responsibility of the home owners association.
4. *Development Standards.* Landscaping and buffer yards shall be provided in accordance with Section 14-03-11 of the City Code of Ordinances (Landscaping and Screening).
5. *Changes.* This PUD shall only be amended in accordance with Section 14-04-18(4) of the City Code of Ordinances (Planned Unit Developments). Major changes require a public hearing and a majority vote of the Bismarck Planning & Zoning Commission.

Section 2. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

**BISMARCK COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:		
Title: Stoneridge Addition – Zoning Change (RM30 to PUD)		
Status: Board of City Commissioners	Date: November 11, 2014	
Owner(s): Liechty Homes, Inc. (owner) Verity Homes of Bismarck, LLC (applicant)	Engineer: Swenson, Hagen & Co.	
Reason for Request: Rezone property to allow the development of a 6-building/27-unit row house development.		
Location: In northeast Bismarck west of Centennial Road along the west side of French Street and the south side of Calgary Avenue.		
Project Size: 2.95 acres	Number of Lots: 27 lots in 2 blocks	
EXISTING CONDITIONS:		PROPOSED CONDITIONS:
Land Use: Undeveloped		Land Use: 6-building, 27-unit row house development
Zoning: RM30 – Residential		Zoning: PUD – Planned Unit Development
Uses Allowed: Multi-family residential		Uses Allowed: PUD – Uses specified in PUD
Maximum Density Allowed: 30 units/acre		Maximum Density Allowed: PUD – Density as specified in PUD
PROPERTY HISTORY:		
Zoned: 04/2011	Platted: 04/2011	Annexed: 04/2011
ADDITIONAL INFORMATION:		
<ol style="list-style-type: none"> 1. Section 14-04-18 of the Bismarck Code of Ordinances (Zoning) indicates that the intent of the City's Planned Unit Development district is "to encourage flexibility in development of land in order to promote its most appropriate use; to improve the design, character and quality of new development; to facilitate the adequate and economical provision of streets and utilities; and to preserve the natural and scenic features of open space." 2. The required site plan and written statement for the PUD have been submitted by the applicant and are attached. The PUD as proposed would allow for a 16-building row house development. The proposed PUD will have access points along French Street. In addition, the proposed PUD will provide the required landscaping outlined in Section 14-03-11 of the City Code of Ordinances (Landscaping and Screening) in an effort to provide a visual transition between the proposed multi-family building and the single-family dwellings to the west. 		

FINDINGS:

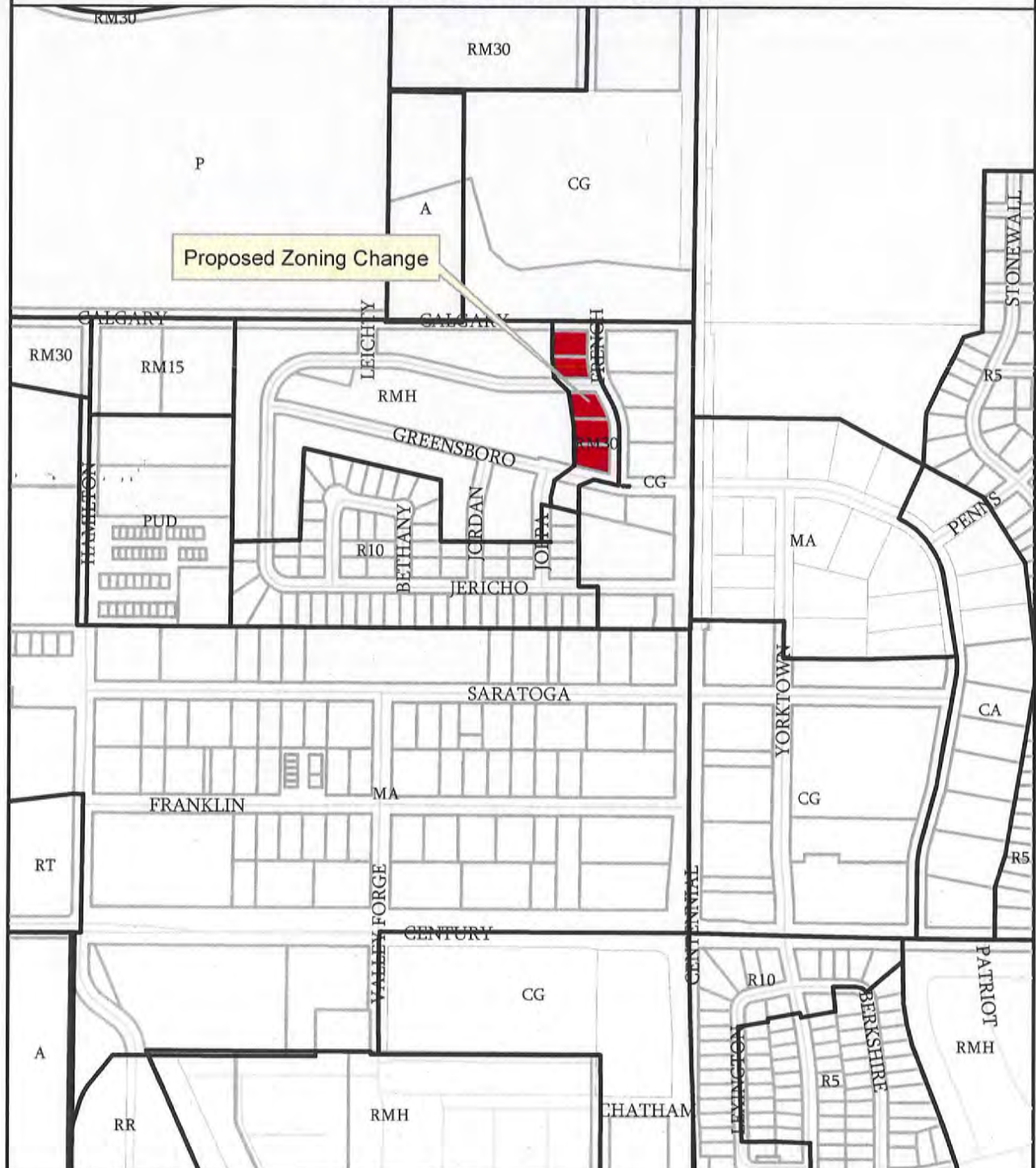
1. The proposed zoning change is outside of the area covered by the Future Land Use Plan (FLUP) in the 2014 Growth Management Plan.
2. The proposed zoning change would be compatible with adjacent land uses. Adjacent land uses include developing single-family homes to the west and undeveloped commercially-zoned parcels to the north, east and south.
3. The property is annexed and services would be extended in conjunction with development; therefore, the zoning change would not place an undue burden on public services and facilities.
4. The proposed zoning change would not adversely affect property in the vicinity, provided the required landscape buffer yard is installed in conjunction with site development. A 15-foot landscape buffer yard is required along the western edge of the property to help mitigate the impacts of the multi-family development adjacent to the existing single-family development. The landscape buffer yard ordinance requires a combination of trees and shrubs or a combination of a 6-foot screening fence and a variety of trees to help screen the higher intensive land uses from the lower intensive single-family land use to the west.
5. The proposed zoning change is consistent with the general intent and purpose of the zoning ordinance and subdivision regulations.
6. The proposed zoning change is consistent with the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

The Planning & Zoning Commission held a public hearing on this request on Wednesday, September 24, 2014 and a continued hearing on Wednesday, October 22, 2014, and based on the above findings, recommended approval of the zoning change from the RM30 – Residential zoning district to the PUD – Planned Unit Development zoning for Lots 1-10, Block 1 and Lots 1-17, Block 2, Stoneridge Addition, as outlined in the attached PUD ordinance.

/jt

Proposed Zoning Change (RM30 to PUD) Lots 2-3, Block 2 and Lots 4-6, Block 3 Stonecrest Second Addition

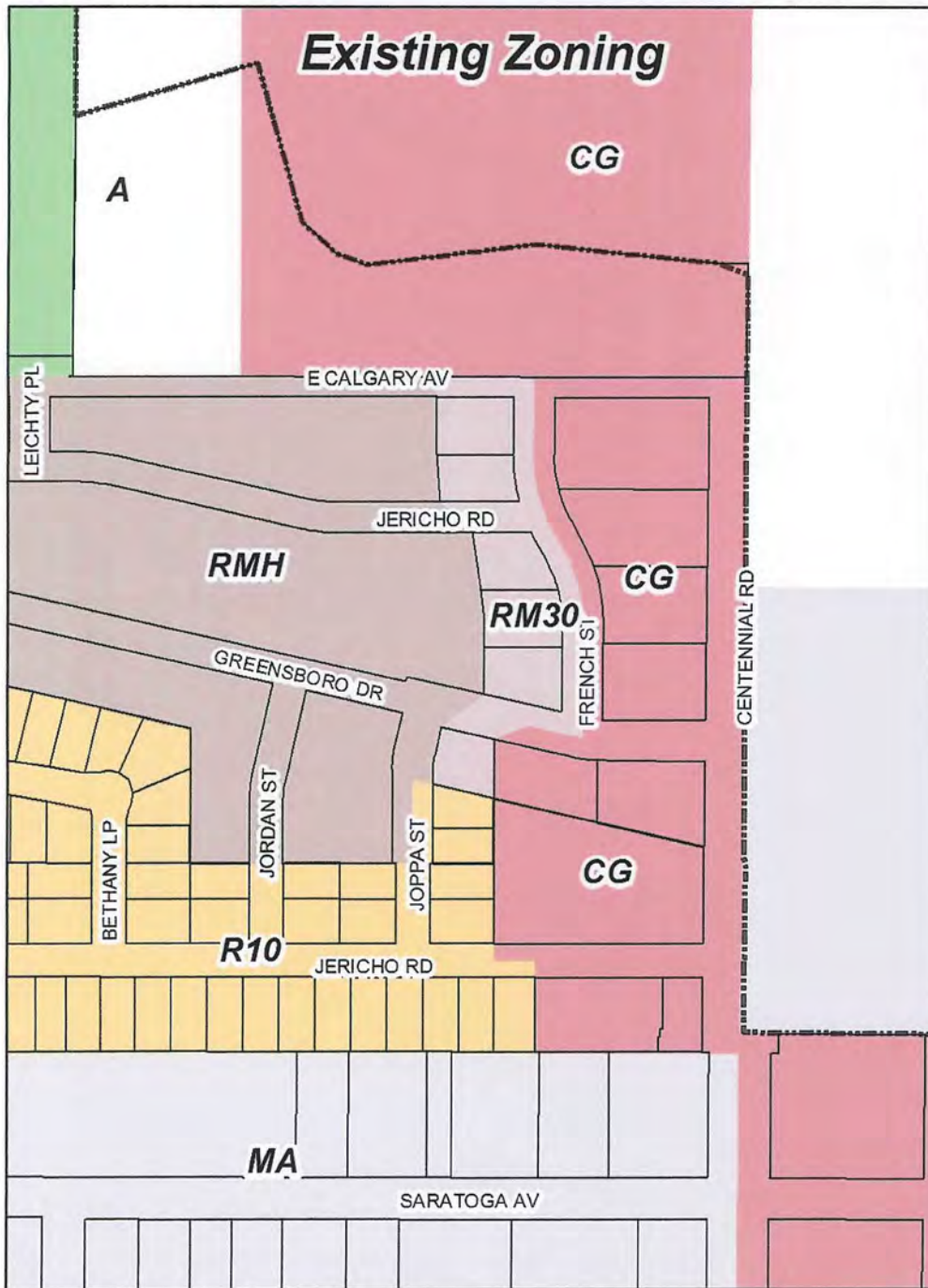


DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
 Date: 7/25/2014(hlb)

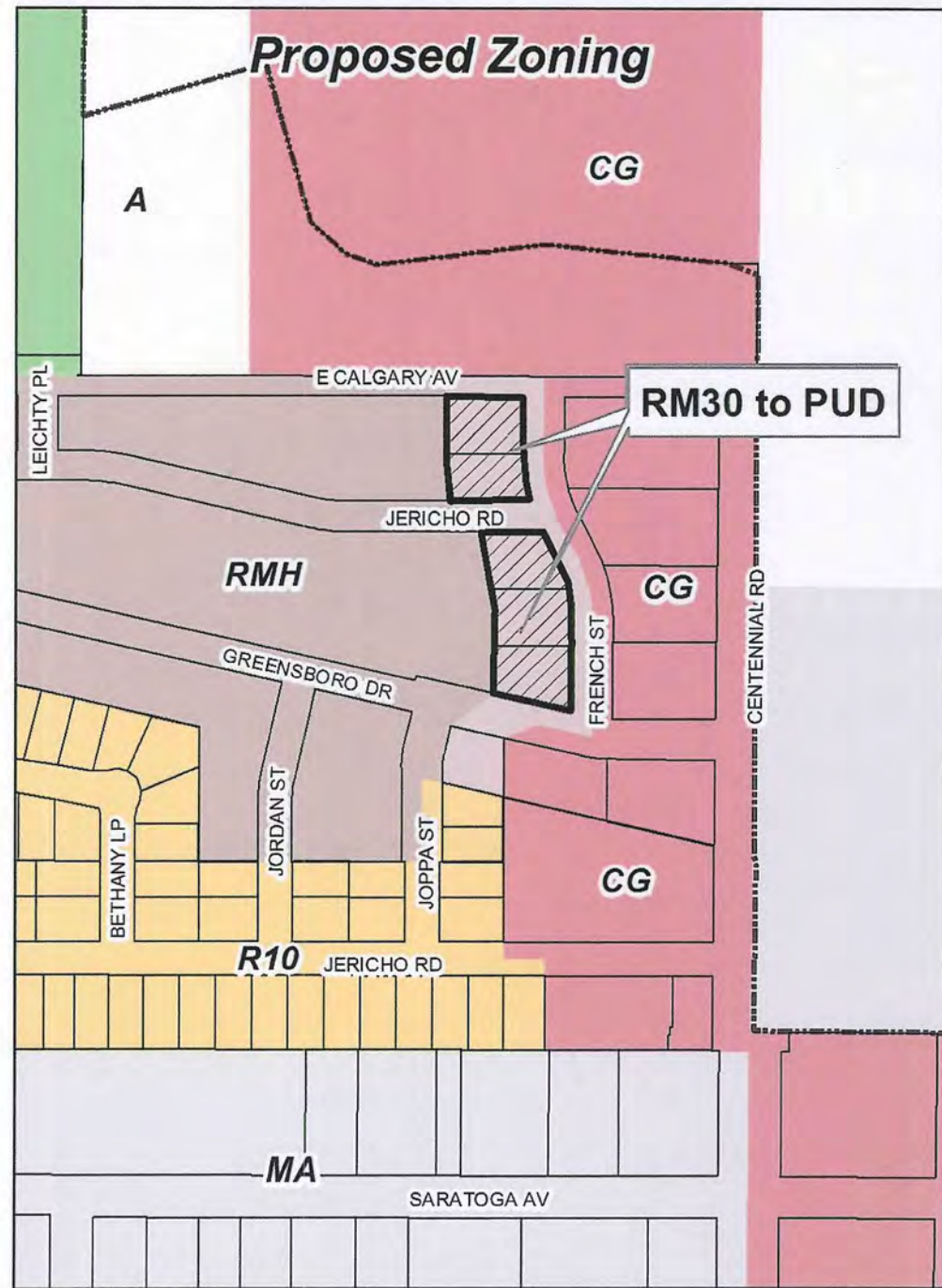
Source: City of Bismarck

Lots 2-3, Block 2 and Lots 4-6, Block 3, Stonecrest 2nd Addition - Zoning Change

Existing Zoning



Proposed Zoning



0 125 250 500 Feet

This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.

August 2014

JUL 25 2014



© 2014 URBAN DESIGN ASSOCIATES

URBAN DESIGN ASSOCIATES

AERIAL VIEW LOOKING NW

RED DOOR HOMES | BISMARCK, NORTH DAKOTA

STONERIDGE SITE PLANNING

2 JULY 2014

0 50 100 150 FEET



Stone Ridge Addition

Request for Approval of Stone Ridge Planned Unit Development

Verity Homes of North Dakota is proposing to develop approximately 1.82 acres located South of Calgary avenue. The area is currently platted as Lots 2-3, Block 2 and Lots 4-6 Block 3 Stonecrest 2nd Addition, Bismarck, North Dakota.

Verity Homes is considering developing the property into a residential development with 27 row houses that will include a mix of two and three bedroom units, featuring high end finishes such as quartz countertops, hardwood flooring, and security systems, along with architectural design unique to the Northeast Bismarck.

Verity Homes proposes rezoning the property to a PUD district in order to accommodate the intended project which will result in a logical and orderly development pattern that will be consistent with surrounding land uses. The projected density of 15 units per acre and reconfiguration of the lots is not to establish new uses, but to allow for potential homeowners to have a vested interest in their residence, while sharing in the use and maintenance of common areas.

The project will address the housing needs of the community by building modestly priced housing in North Bismarck. Verity Homes anticipates that the proposed row houses, situated on smaller parcels of land, will attract younger, first-time homebuyers.

Considering that the existing zoning of the property allows for the construction of high density residences, the proposed zoning change would not adversely affect property in the vicinity.

Interior landscaping, adequate parking and emergency lane access will be applied per the city standards and ordinances.

Zoning: PUD

Front yard: 25'

Side yard: 6'

Rear yard: 10'

Zero setback on Access Easements

Lot area: 1,500 square feet minimum

Building Height: 40' maximum (37' Typical)

See attachments for architectural drawings, etc.

14-04-18. Planned Unit Developments.

It is the intent of this section to encourage flexibility in development of land in order to promote its most appropriate use; to improve the design, character and quality of new development; to facilitate the adequate and economical provision of streets and utilities; and to preserve the natural and scenic features of open space.

1. Site plan, written statement and architectural drawings. The application must be accompanied by a site plan, a written statement and architectural drawings:
 - a. Site plan. A complete site plan of the proposed planned unit prepared at a scale of not less than one (1) inch equals one hundred (100) feet shall be submitted in sufficient detail to evaluate the land planning, building design, and other features of the planned unit. The site plan must contain, insofar as applicable, the following minimum information.
 - 1) The existing topographic character of the land;
 - 2) Existing and proposed land uses;
 - 3) The location of all existing and proposed buildings, structures and improvements;
 - 4) The maximum height of all buildings;
 - 5) The density and type of dwelling;
 - 6) The internal traffic and circulation systems, off-street parking areas, and major points of access to public right-of-way;
 - 7) Areas which are to be conveyed, dedicated or reserved as common park areas, including public parks and recreational areas;
 - 8) Proposed interior buffer areas between uses;
 - 9) Acreage of PUD;
 - 10) Utility service plan showing existing utilities in place and all existing and proposed easements;
 - 11) Landscape plan; and
 - 12) Surrounding land uses, zoning and ownership.
 - b. Written statement. The written statement to be submitted with the planned unit application must contain the following information:
 - 1) A statement of the present ownership and a legal description of all the land included in the planned unit;
 - 2) An explanation of the objectives to be achieved by the planned unit, including building descriptions, sketches or elevations as may be required to described the objectives; and
 - 3) A copy of all proposed condominium agreements for common areas.
 - c. Architectural drawings - the following architectural drawings shall be submitted in sufficient detail to allow evaluation of building height, form, massing, texture, materials of construction, and type, size, and location of door and window openings:
 - 1) Elevations of the front and one side of a typical structure.
 - 2) A perspective of a typical structure, unless waived by the planning department.
2. Review and approval.
 - a. All planned units shall be considered by the planning commission in the same manner as a zoning change. The planning commission may grant the proposed planned unit in whole or in part, with or without modifications and conditions, or deny it.
 - b. All approved site plans for planned units, including modifications or conditions shall be endorsed by the planning commission and filed with the Director of Community Development. The

**BISMARCK COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:		
Title: Stoneridge Addition –Minor Subdivision Final Plat		
Status: Board of City Commissioners	Date: November 25, 2014	
Owner(s): Liechty Homes, Inc. (owner) Verity Homes of Bismarck, LLC (applicant)	Engineer: Swenson, Hagen & Co.	
Reason for Request: Rezone property to allow the development of a 6-building/27-unit row house development.		
Location: In northeast Bismarck west of Centennial Road along the west side of French Street and the south side of Calgary Avenue.		
Project Size: 2.95 acres	Number of Lots: 27 lots in 2 blocks	
EXISTING CONDITIONS:		
Land Use: Undeveloped	PROPOSED CONDITIONS:	
	Land Use: 6-building, 27-unit row house development	
Zoning: RM30 – Residential	Zoning: PUD – Planned Unit Development	
Uses Allowed: Multi-family residential	Uses Allowed: PUD – Uses specified in PUD	
Maximum Density Allowed: 30 units/acre	Maximum Density Allowed: PUD – Density as specified in PUD	
PROPERTY HISTORY:		
Zoned: 04/2011	Platted: 04/2011	Annexed: 04/2011
FINDINGS:		
<ol style="list-style-type: none"> 1. All technical requirements for approval of a minor subdivision final plat have been met. 2. The storm water management plan has been approved by the City Engineer. 3. The property is already annexed; therefore, the proposed subdivision would not place an undue burden on public services and facilities. 4. The proposed subdivision would be compatible with adjacent land uses. Adjacent land uses include developing single-family homes to the west and undeveloped commercially-zoned parcels to the north, east and south. 		
<i>(continued)</i>		

5. The proposed zoning change would not adversely affect property in the vicinity, provided the required landscape buffer yard is installed in conjunction with site development. A 15-foot landscape buffer yard is required along the western edge of the property to help mitigate the impacts of the multi-family development adjacent to the existing single-family development. The landscape buffer yard ordinance requires a combination of trees and shrubs or a combination of a 6-foot screening fence and a variety of trees to help screen the higher intensive land uses from the lower intensive single-family land use to the west.
6. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance and subdivision regulations.
7. The proposed subdivision is consistent with the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

The Planning & Zoning Commission held a public hearing on this request on Wednesday, September 24, 2014 and a continued hearing on Wednesday, October 22, 2014, and based on the above findings, recommended approval of the minor subdivision final plat for Stoneridge Addition.

/jt

Proposed Minor Plat Stoneridge Addition



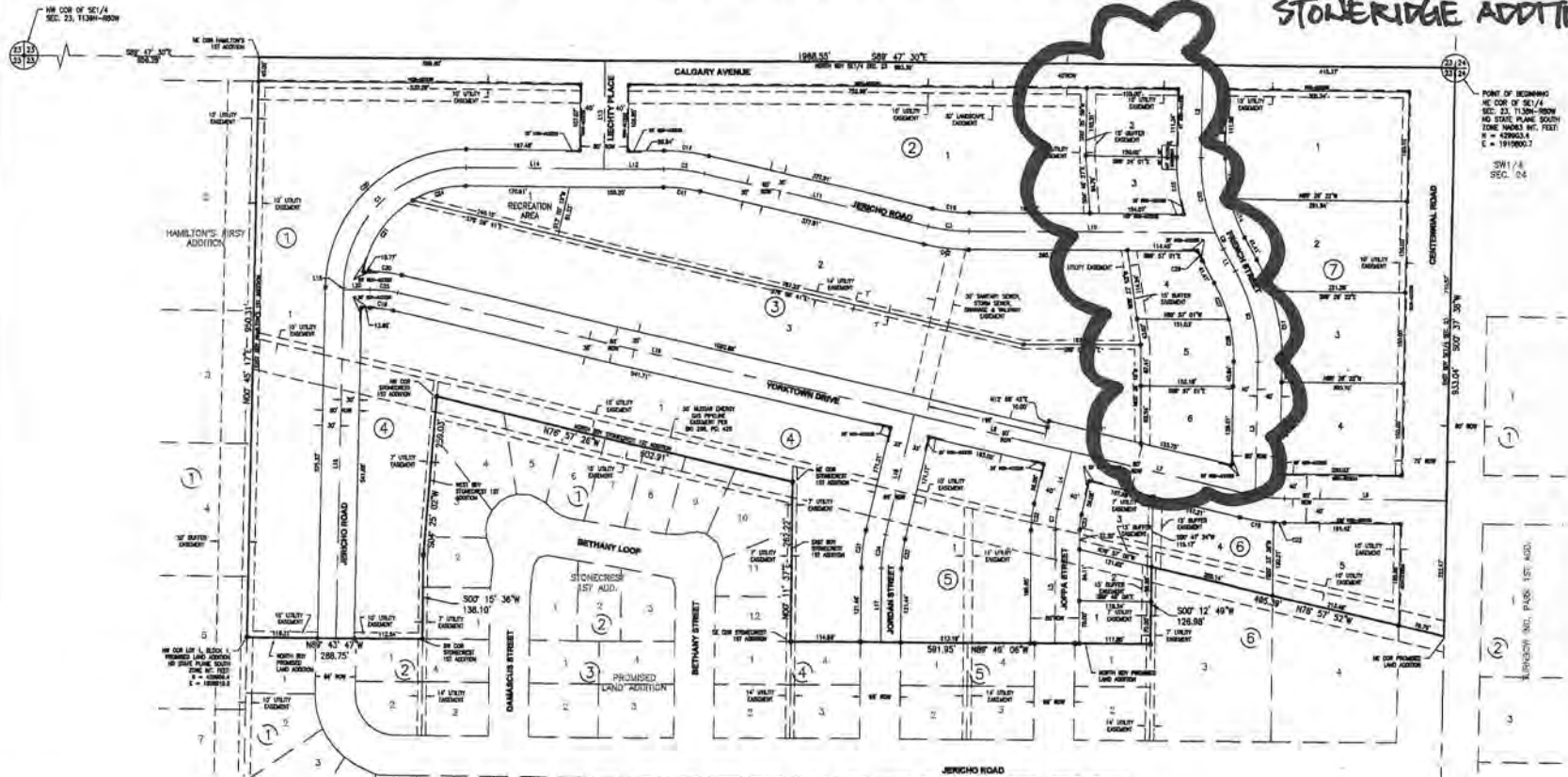
DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Date: 8/26/2014(hib)

Source: City of Bismarck

STONECREST SECOND ADDITION

TO THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA
PART OF THE N1/2 OF THE SE1/4 OF SECTION 23, T139N-R80W

AREA BEING
REPLATTED AS
STONERIDGE ADDITION



CURVE #	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH
C1	311.44'	80°12'10"	200.00'	N42°28'22"E	280.81'
C2	87.84'	12°57'30"	300.00'	S82°38'21"E	87.84'
C3	87.84'	12°57'30"	300.00'	S82°38'21"E	87.84'
C4	18.41'	2°08'01"	300.00'	N76°33'41"W	18.42'
C5	48.73'	6°16'11"	300.00'	N64°47'02"W	48.73'
C6	34.84'	12°08'18"	150.00'	N66°25'41"E	34.84'
C7	156.10'	29°46'48"	300.00'	S74°16'28"E	154.30'
C8	30.24'	2°44'12"	300.00'	S28°25'43"E	30.25'
C9	128.07'	24°09'08"	300.00'	S71°28'19"E	125.14'
C10	56.79'	12°47'08"	250.00'	N6°35'18"E	55.87'
C11	45.91'	12°08'01"	200.00'	N62°34'14"W	45.91'

CURVE #	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH
C11	120.42'	20°17'33"	340.00'	N67°27'48"W	119.79'
C12	56.90'	9°31'15"	340.00'	N24°27'12"W	56.45'
C13	87.11'	14°47'22"	240.00'	S6°47'42"E	86.93'
C14	88.18'	15°01'36"	240.00'	S21°42'08"E	87.88'
C15	84.00'	12°57'30"	340.00'	S7°18'43"E	83.79'
C16	81.00'	12°57'30"	270.00'	N63°38'31"W	80.82'
C17	74.82'	12°57'30"	330.00'	N63°38'31"W	74.46'
C18	56.80'	9°31'15"	340.00'	S91°46'04"E	56.58'
C19	39.02'	12°08'01"	170.00'	S62°34'14"E	38.84'
C20	386.15'	89°18'15"	230.00'	S49°38'02"W	323.00'
C21	140.85'	49°08'22"	170.00'	N24°38'28"E	141.42'
C22	17.30'	2°53'56"	340.00'	S67°59'25"E	17.20'
C23	25.25'	13°08'16"	110.00'	S8°25'41"W	25.22'
C24	91.58'	20°51'50"	170.00'	N74°37'04"E	90.47'
C25	65.31'	14°24'20"	280.00'	S22°00'40"E	65.29'
C26	86.82'	19°24'28"	240.00'	S7°06'18"E	86.71'
C27	16.58'	2°07'51"	340.00'	S27°36'34"E	16.58'
C28	52.80'	12°08'01"	230.00'	S83°34'14"E	52.68'
C29	63.15'	12°47'08"	283.00'	S8°35'19"W	63.02'
C30	43.62'	12°08'01"	190.00'	S8°25'41"W	43.53'
C31	48.42'	12°47'08"	217.00'	N6°35'18"E	48.32'

C1 61.05 12°57'30" 270.00 582-28-12" 60.76
C16 74.66 12°57'30" 270.00 582-28-12" 74.76

LINE #	BEARING	DISTANCE
L1	S29°12'48"E	41.41'
L2	S00°30'50"W	151.81'
L3	S00°30'50"W	215.14'
L4	N17°00'10"E	86.08'
L5	N02°06'56"W	186.90'
L6	N69°24'22"W	268.47'
L7	N76°06'41"W	294.88'
L8	N76°06'41"W	268.02'
L10	S88°57'01"E	405.40'
L11	S76°08'41"E	377.81'
L12	S88°57'01"E	56.94'
L13	N00°00'58"E	178.08'
L14	S88°57'01"E	227.48'
L15	N02°48'45"E	5.80'
L16	N00°49'42"E	371.84'
L17	N02°11'37"E	121.44'
L18	N12°56'42"E	291.19'
L19	N76°38'41"W	674.70'
L20	S89°48'32"W	43.48'

LOT #	SQ FT	ACRES
BLOCK 1		
1	161846	3.72
BLOCK 2		
1	123808	2.84
2	18624	0.38
3	14040	0.32
BLOCK 3		
1	12438	0.29
2	121446	2.79
3	140737	3.18
4	15300	0.35
5	15781	0.36
6	18728	0.38
BLOCK 4		
1	184843	4.25
BLOCK 5		
1	84858	1.48
BLOCK 6		
1	8281	0.19
2	8304	0.19
3	13254	0.30
4	23184	0.53
5	25787	0.58
BLOCK 7		
1	53816	1.23
2	30728	0.69
3	20840	0.47
4	29098	0.66
TOTALS	462408	11.31
TOTAL	1438141	32.81



- LEGEND
- ▲ PLANNED SECTION/QUARTER CORNER
 - PLANNED RESERVE MONUMENT
 - SET REAR MONUMENT

OWNER:
LEONARD HOMER, INC.
1830 N. 12TH STREET
BISMARCK, ND 58501

BASE OF BEARING:
BASE OF BEARING: NORTH BOUNDARY LINE OF SE1/4
SEC. 23 SOUTH BY 47°30' EAST

NOTES:
1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
2. TOP OF MONUMENT NO. 1883 BETHANY STREET 1ST NORTH OF JERICO ROAD, ELEV. 1781.11 (MDS 28).

TOMAN ENGINEERING
501 1st Street NW, Mandan, ND 58554
Phone: 701-663-0483 • Fax: 701-663-0023
SURVEYOR JOHN L. TOMAN, RLS 4823

ITEM

#5

ORDINANCE NO. 6092

<i>First Reading</i>	_____
<i>Second Reading</i>	_____
<i>Final Passage and Adoption</i>	_____
<i>Publication Date</i>	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-03-02 OF THE 1986 CODE OF ORDINANCES, OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the RM15 – Residential District and included within the PUD – Planned Unit Development District.

Lots 1, 2, and 3, Block 1, Sonnet Heights Subdivision.

This PUD is subject to the following development standards:

1. *Uses Permitted.* The following uses are permitted within this Planned Unit Development:
 - a. A maximum of forty-five (45) residential units in a three-story multi-family building. The configuration of the site shall generally conform to the site plan submitted with the application dated September 8, 2014. Any change in the use of the property from that indicated above will require an amendment to this PUD.
2. *Dimensional Standards:*
 - a. Setbacks shall be provided in accordance with Section 14-04-07 of the City Code of Ordinances (RM District Regulations).
 - b. Heights. The maximum height of the building is thirty-seven (37) feet.
 - c. Lot Coverage. The maximum lot coverage for buildings and required off-street parking is fifty (50) percent of the total lot area.

3. *Design Standards:*

- a. Intent. It is the intent of the design standards to create and maintain a high visual quality and appearance for this development, encourage architectural creativity and diversity and create a lessened visual impact upon the surrounding land uses. Each building or structure shall utilize complementary building materials, colors and design features that will be present throughout the site. Exterior lighting shall be designed and installed in a manner intended to limit the amount off off-site impacts.

4. *Landscaping and Screening:*

- a. Landscaping and screening shall be provided in accordance with Section 14-03-11 of the City Code of Ordinances (Landscaping and Screening). Additional landscape plantings and buffering, including a three (3) foot high by four (4) foot wide (top) berm along the south side of the property adjacent to Superior Drive, shall be installed as shown in the site plan dated September 8, 2014 with a combination of trees and shrubs with no less than two (2) shade trees and two (2) ornamental trees and two (2) large upright coniferous trees to help mitigate the visual impacts and provide a transition between the multi-family residential building and the existing single and two-family dwellings to the south.
- b. Screening of Mechanical Equipment and Solid Waste Collection Areas. Mechanical equipment and solid waste collection areas shall be screened in accordance with Section 14-03-12 of the City Code of Ordinances (Screening of Mechanical Equipment and Solid Waste Collection Areas).

5. *Off-Street Parking and Loading:* Off-street parking and loading will be required in accordance with Section 14-03-10 of the City Code of Ordinances (Off-Street Parking and Loading).

6. *Changes:* This PUD shall only be amended in accordance with Section 14-04-18(4) of the City Code of Ordinances (Planned Unit Developments). Major changes require a public hearing and a majority vote of the Bismarck Planning and Zoning Commission.

Section 2. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

**BISMARCK COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:		
Title: Lots 1-3, Block 1, Sonnet Heights Subdivision– Zoning Change (RM15 to PUD)		
Status: Board of City Commissioners	Date: November 11, 2014	
Owner(s): Jomani Development Inc. (owner) Consolidated Construction Inc. (applicant)	Engineer: Wenck Associates, Inc.	
Reason for Request: Rezone property to allow a 45-unit, three-story apartment building with garages and underground parking.		
Location: In north Bismarck, along the north side of Niagara Drive, south of 57 th Avenue NE, approximately ½ mile west of US Highway 83.		
Project Size: 2.25 acres / 98,080 square feet	Number of Lots: 3 lots in 1 block	
EXISTING CONDITIONS:		
Land Use: Undeveloped	PROPOSED CONDITIONS:	
	Land Use: Multi-family residential, as specified in PUD Ordinance	
Zoning: RM15 – Residential	Zoning: PUD – Planned Unit Development	
Uses Allowed: Multi-family residential	Uses Allowed: PUD – Uses specified in PUD ordinance	
Maximum Density Allowed: 15 units/acre	Maximum Density Allowed: PUD – Density specified in PUD ordinance	
PROPERTY HISTORY:		
Zoned: 12/1980	Platted: 12/1980	Annexed: 03/2007
ADDITIONAL INFORMATION:		
<ol style="list-style-type: none"> 1. Section 14-04-18 of the Bismarck Code of Ordinances (Zoning) indicates that the intent of the City's Planned Unit Development district is "to encourage flexibility in development of land in order to promote its most appropriate use; to improve the design, character and quality of new development; to facilitate the adequate and economical provision of streets and utilities; and to preserve the natural and scenic features of open space." 2. The required site plan and written statement for the PUD have been submitted by the applicant and are attached. The PUD as proposed would allow for a 45-unit, three-story multi-family building with one level of underground parking, on-grade garages and off-street paved surface parking spaces. The proposed PUD will utilize access points on Normandy Drive and 57th Avenue NE; access will not be provided on Superior Drive. In addition, the proposed PUD will provide additional landscaping beyond the required landscaping outlined in Section 14-03-11 of the City Code of Ordinances (Landscaping and Screening) in an effort to provide a visual transition between the proposed multi-family building and the existing single and two-family dwellings to the south. 		
<i>(continued)</i>		

3. The Bismarck City Commission at their meeting of October 14, 2014 approved a non-access line modification along the south side of 57th Avenue NE, adjacent to the proposed PUD to reduce the width of the opening from eighty (80) feet to fifty (50) feet and move it west to a location fifty (50) feet east of the northwest corner of the proposed PUD..
4. The Bismarck Planning and Zoning Commission, at their meeting of December 19, 2012, denied a zoning request for a proposed zoning change for this property and the property to the east (Lots 1-4, Block 3, Sonnet Heights Subdivision). During that meeting, the applicant indicated that changing his request to an RM20 – Residential zoning district would achieve his desire to construct a 36-unit apartment building. It was also mentioned at the meeting that adjacent property owners purchased lots with the understanding that the property would be constructed at the existing RM15 – Residential density. The need for transitional zoning was also discussed; in particular, per the direction of the City Commission, zoning transitions should be maintained.
5. The Bismarck Planning and Zoning Commission, at their meeting of December 18, 2013, denied a second zoning change request for this property from the RM15 – Residential zoning district to the RM20 – Residential zoning district in order to place a 36-unit, 3-story apartment building on this property.
6. The surrounding area has changed somewhat since the initial zoning changes were requested. In particular, the construction of 57th Street NE between US Highway 83 and North Washington Street has been completed. In addition, an auto dealership is under construction northeast of the proposed PUD. Multi-family buildings are also under construction east of the proposed PUD.
7. The applicant conducted an informational meeting regarding the proposed PUD with the neighborhood on July 14, 2014.

FINDINGS:

1. The proposed zoning change is outside of the area covered in the Future Land Use Plan (FLUP) in the 2014 Growth Management Plan (GMP).
2. The proposed zoning change would be compatible with adjacent land uses, provided that additional landscaping be included for additional buffering between the proposed PUD and the adjacent single and two-family homes. Adjacent land uses include a combination of single and two-family homes to the south, developing multi-family residentially zoned property (RM15) to the east, undeveloped agricultural property to the north and developing commercial property to the northeast including the construction of an auto dealership.
3. The property is already annexed and 57th Avenue NE has been improved; therefore, the proposed zoning change would not place an undue burden on public services.
4. The proposed zoning change would not adversely affect property in the vicinity, provided that the additional landscaping be provided as proposed in order to provide additional buffering between the proposed zoning change and the adjacent single and two-family dwellings.

(continued)

5. The proposed zoning change is not completely consistent with the general intent and purpose of the zoning ordinance. In particular, the zoning ordinance discourages incompatible land uses in close proximity to one another without the use of transitional zoning. If installed as proposed, the additional landscaping would provide additional buffering and a visual transition between the proposed zoning change and the single and two-family dwellings to the south. In addition, there will not be access to Superior Drive; a landscaped berm to deter tenants and guests from utilizing Superior Drive as on-street parking would also be installed.
6. The proposed zoning change is not completely consistent with the master plan, other adopted plans, policies and accepted planning practice. However the installation of the additional landscaping would provide the needed buffering to make a visual transition between the higher density multi-family building and the existing lower density single and two-family dwellings to the south to help mitigate any adverse impact on those properties.

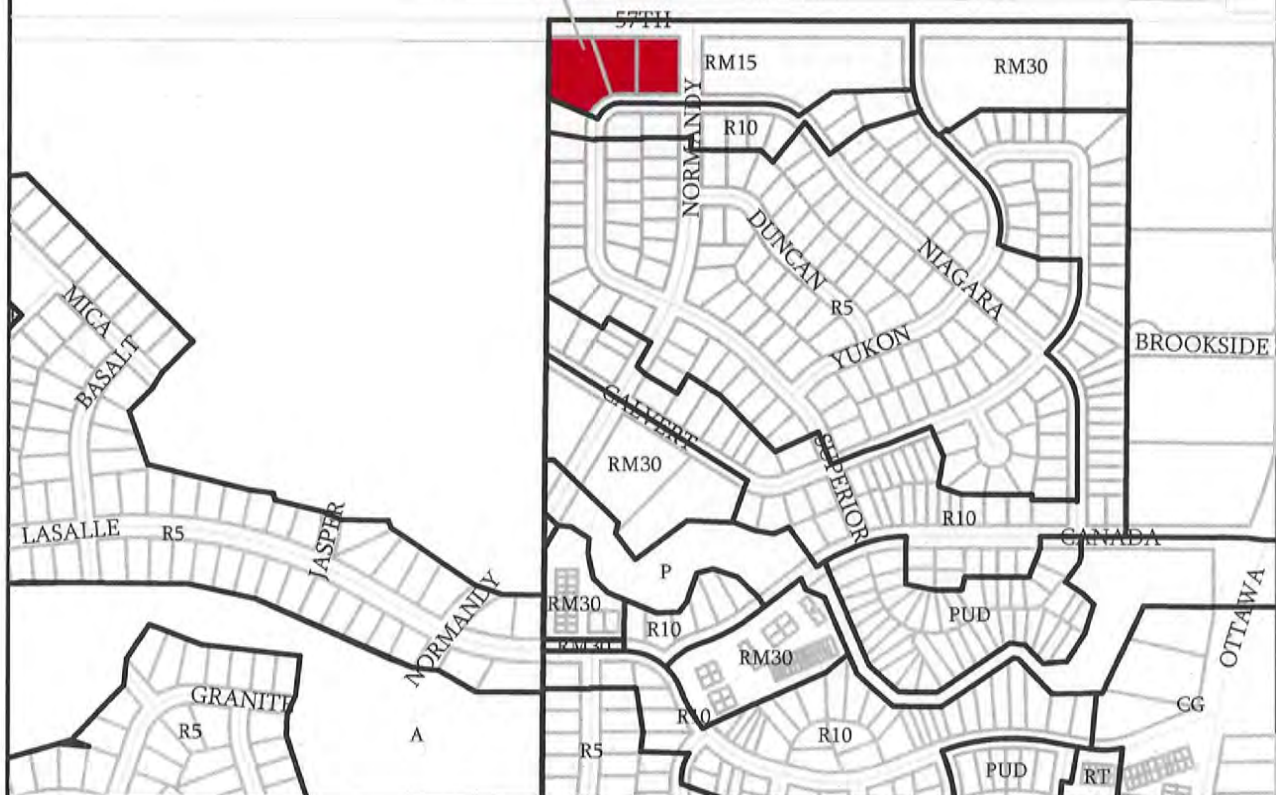
RECOMMENDATION:

The Planning & Zoning Commission held a public hearing on this request on Wednesday, October 22, 2014, and based on the above findings, recommended approval of the zoning change from the RM15 – Residential zoning district to the PUD-Planned Unit Development on Lots 1-3, Block 1, Sonnet Heights Subdivision, as outlined in the attached PUD Ordinance.

/JW

Proposed Zoning Change (RM15 to PUD) Lots 1-3, Block 1, Sonnet Heights Subdivision

Proposed Zoning Change

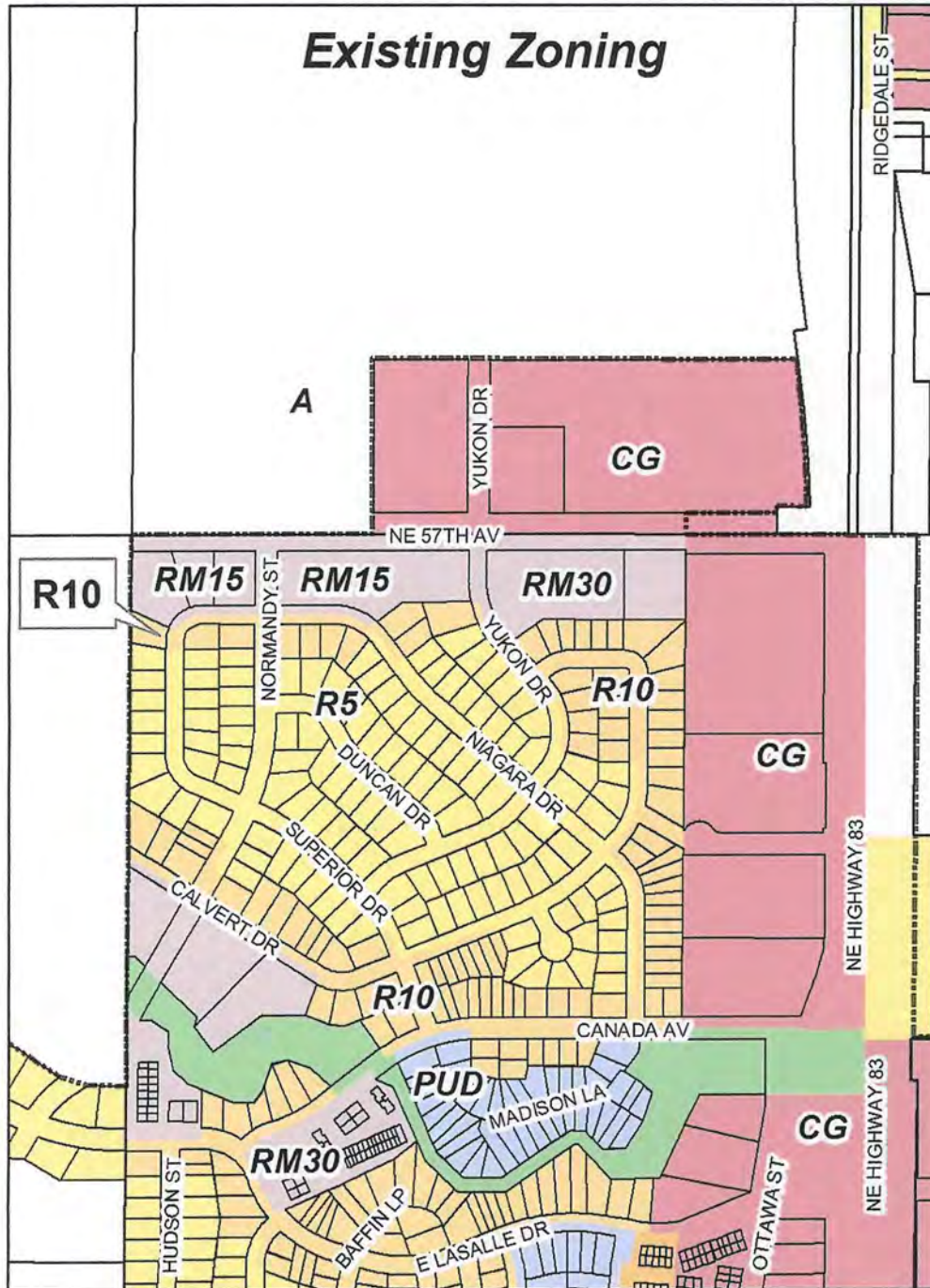


DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Date: 7/25/2014(nlb)

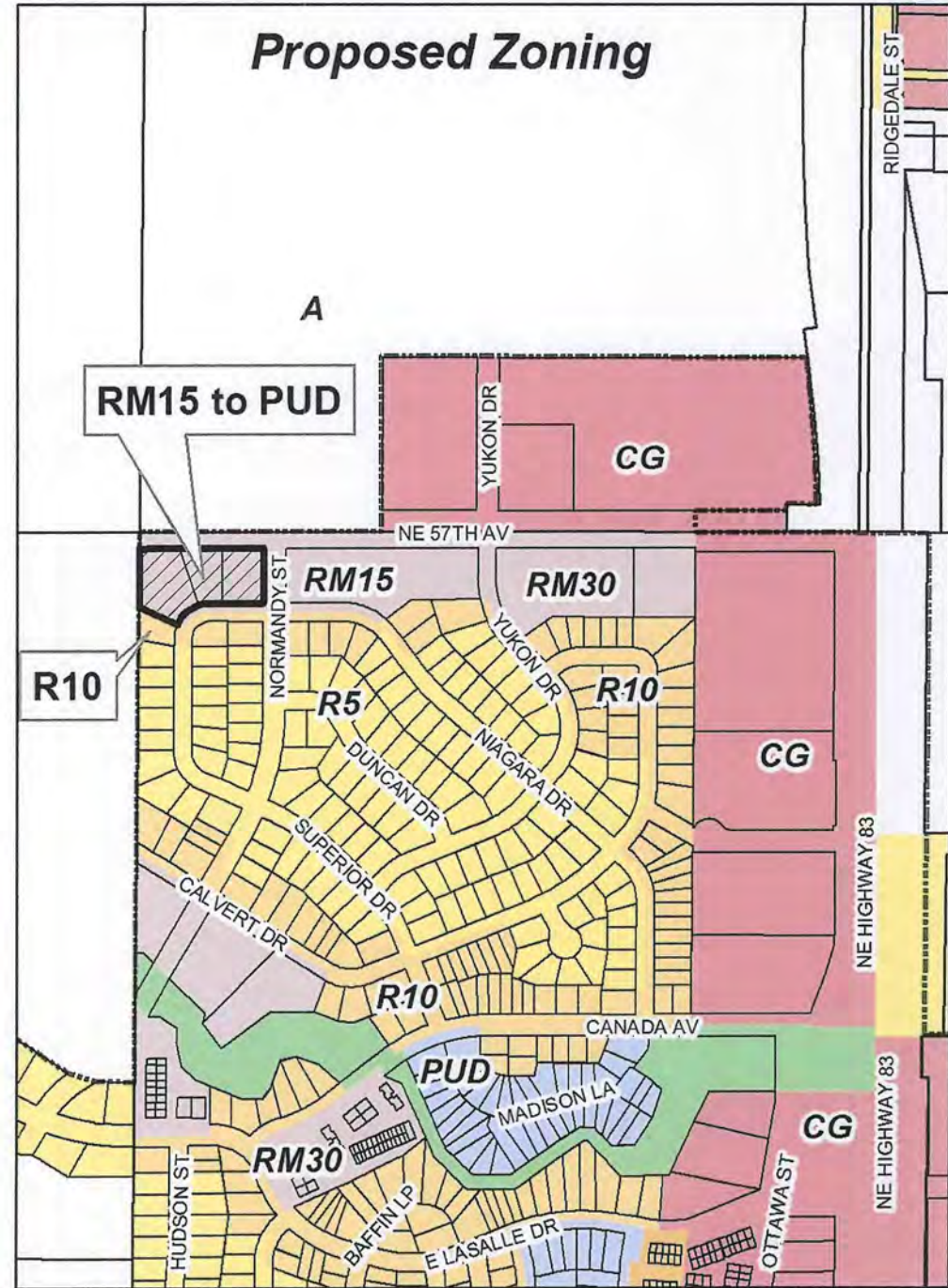
Source: City of Bismarck

Lots 1-3, Block 1, Sonnet Heights Subdivision - Zoning Change

Existing Zoning



Proposed Zoning



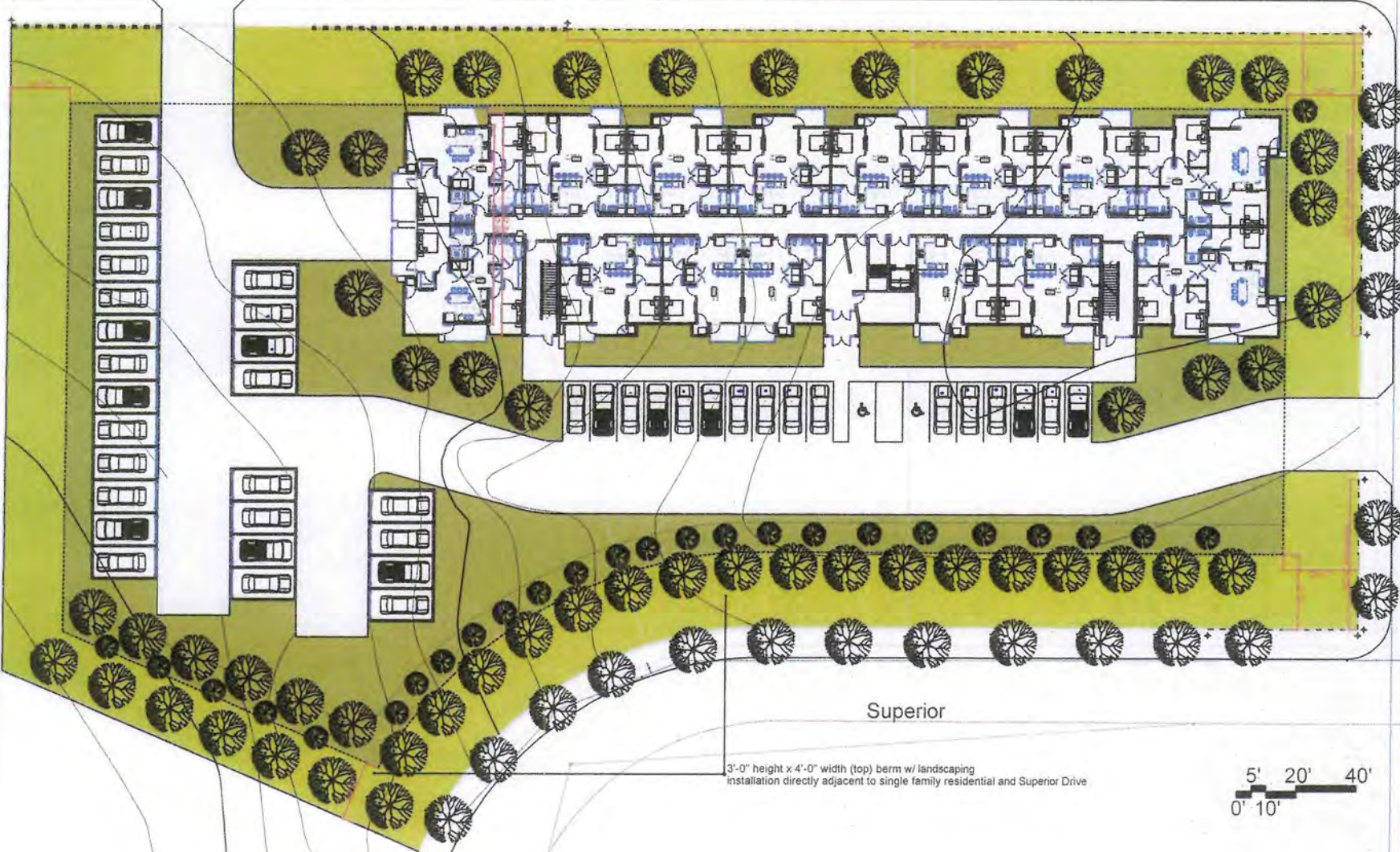
0 250 500 1000 Feet

August 2014

This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.

50'-0" non-structure northline
50'-0" structure northline
50'-0" non-structure northline

57th Avenue



3'-0" height x 4'-0" width (top) berm w/ landscaping
installation directly adjacent to single family residential and Superior Drive

5' 20' 40'
0' 10'

Lots 1-3, Block 1, Sonnet Heights	
2.25 acres	98,010 s.f.
Primary Bldg. Footprint	20,087 s.f.
Secondary Bldg. Footprint	5,666 s.f.
Impervious Surface	20,988 s.f.
Building Lot Coverage	25%
Total Lot Coverage	48%
Green Space	51,289 s.f.

Building Gross Area	
Level 3	20,087 s.f.
Level 2	20,087 s.f.
Level 1	20,087 s.f.
Total Area (apartment)	60,261 s.f.
Garage Level	20,087 s.f.
Total Area	80,348 s.f.

1'-0" Contours (City of Bismarck 2013)
2'-0" Aerial Contours (City of Bismarck 2013)

RM20 (20 x 2.25 acres = 45 total units)

Not For Construction - 09/08/2014 - WLY



01
001 Concept Site Plan
scale 1/16" = 1'-0"

4300 North Richmond Street
Appleton, Wisconsin 54913
www.consolidated-cone.com
600 South Second Street
Bismarck, North Dakota 58504
www.consolidated-cone.com



CALVERT CREEK
MULTI-FAMILY DWELLINGS
BISMARCK, NORTH DAKOTA

Project #	036401
Design by	WLY
Issue Date	08/05/2014
Issue #	1

A100

CALVERT CREEK
 MULTI-FAMILY DWELLINGS
 BENSLEVILLE, NORTH DAKOTA

DATE	08/15/2014
PROJECT #	036401
OWNER	WGL
DESIGNER	WGL
DATE	08/15/2014
SCALE	1/4" = 1'-0"
A400	



036401 CONCEPT DESIGN 08/15/2014 - NOT FOR CONSTRUCTION

Concept Elevation - South
 Scale: 1/4" = 1'-0"

- ARCHITECTURE
- (1) HOUR FIRE BARRIER
- (2) HOUR FIRE BARRIER
- (30) MINUTE ATTIC DRAFTSTOP



RE: Calvert Creek Apartments

October 13, 2014

Calvert Creek Apartments
Lots 1-3, Block 1, Sonnet Heights
Superior/Normandy Drive & 57th Avenue
Bismarck, North Dakota 58503

Site / Building Statistics:

Existing Zoning: RM15

Proposed Zoning: (PUD) Planned Unit Development

Group R-2 Residential as per 2012 International Building Code

Group V-A Construction w/ Fire Sprinkler System

Allowable Area: (3) stories / 12,000 square feet per level

Allowable Area Increase w/ fire sprinkler: (4) stories / 43,500 square feet per level

ITEM ONE: SITE STATISTICS

- Site Area: 2.25 acres (98,010 square feet)
- Primary Building Footprint: 20,087 square feet
Total Multi-Family Area: $20,087 \times 3 = 60,261$ square feet
- Underground Garage Level: 20,087 square feet
Total Multi-Family + Underground Garage: $20,087 \times 4 = 80,348$ square feet
- Secondary Building Footprint (on-grade garage): 5,666 square feet
- Impervious Surface: 20,988 square feet (off-street parking / sidewalk)
- Lot Coverage (primary & secondary building): $25,763 / 98,010 = 26\%$
- Lot Coverage (Building & Impervious Surface): $46,741 / 98,010 = 48\%$
- Green Space: 51,269 square feet

ITEM TWO: ORDINANCE REQUIREMENTS

- Front Setback @ 57th Avenue: 25'-0"
- Front Setback @ Normandy: 25'-0"
- Front Setback @ Superior: 25'-0"
- Side Yard Setback: 20'-0"
- Rear Yard Setback: 20'-0"
- Proposed Building Height: 37'-0"

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ITEM THREE: PARKING REQUIREMENTS

- 3 Bed: 06 Units x 2.5 = (15)
- 2 Bed: 30 Units x 2 = (60)
- 1 Bed: 09 Units x 1.5 = 13.5 (14)
- Total Required Parking: (89) Units

- Underground Parking: (50) Spaces
- On-Grade Garage: (26) Spaces
- Off-Street Paved Surface: (18) Spaces
- Total Proposed Parking: (94) Spaces

- ADA Accessible Spaces: (4) Spaces w/ (2) Van Accessible Aisles (Section 4.1.2)
- (2) Underground Spaces w/ (1) Van Accessible Aisle
- (2) On-Grade Spaces w/ (1) Van Accessible Aisle

ITEM FOUR: DWELLING DESIGN

- 100/200/300: 1,358 square feet – (2) Bed
- 101/201/301: 1,358 square feet – (2) Bed
- 102/202/302: 1,104 square feet – (2) Bed
- 103/203/303: 1,152 square feet – (2) Bed
- 104/204/304: 834 square feet – (1) Bed
- 105/205/305: 1,104 square feet – (2) Bed
- 106/206/306: 834 square feet – (1) Bed
- 107/207/307: 1,104 square feet (2) Bed
- 108/208/308: Support Space (Lease Office, Fitness & Club Room)
- 109/209/309: 1,104 square feet – (2) Bed
- 110/210/310: 834 square feet – (1) Bed
- 111/211/311: 1,104 square feet – (2) Bed
- 112/212/312: 1,104 square feet – (2) Bed
- 113/213/313: 1,104 square feet – (2) Bed
- 114/214/314: 1,576 square feet – (3) Bed
- 115/215/315: 1,576 square feet – (3) Bed
- Total Dwelling Units: (45) Units w/ Support Space

- RM15 Zoning: 15 Units x 2.25 Acres = 33.75 (33) Units
- RM20 Zoning: 20 Units x 2.25 Acres = 45 Units
- Proposed Zoning: PUD w/ 45 Dwelling Units (maximum)

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ITEM FIVE: GENERAL CONDITIONS

The proposed structure shall be (3) three levels of multi-family dwelling units (above finished grade) with (1) one level of underground parking. The maximum exposed building height shall be 37'-0" as seen from 57th Avenue, Normandy Drive and Superior Drive.

ITEM SIX: LANDSCAPING REQUIREMENTS

Landscaping transition between PUD and R10:

- I. 15'-0" buffer yard as required with (3) shade trees, (4) ornamental trees, (2) large conifers, (10) small conifers and (14) shrubs
(or)
- II. 15'-0" buffer yard as required with a 6'-0" height screening fence, (2) shade trees, (2) ornamental trees and (2) large conifers
- III. Street trees required along Normandy Drive @ (3) per 100 linear feet of street frontage
- IV. Street trees along 57th Avenue would not be required until the road is urbanized with sidewalk, concrete curb & gutter.
- V. No interior landscaping islands
- VI. No perimeter parking lot landscaping required

ITEM SEVEN: ADJUSTMENT TO ACCESS POINT @ 57th Avenue

The proposed primary site access / egress point along 57th Avenue requires a modification to the existing non-access line beginning at the northwest corner of Lot 3, extending 105'-0" to the east. An adjustment to 50'-0" (min.) - 90'-0" (max.) from 105'-0 is being requested in order to improve the sight line and stopping distance between Normandy Drive and the proposed access / egress point.

Respectfully Submitted,

Wayne Lee Yeager

Wayne Lee Yeager, AIA, NCARB

ITEM

#6

**RESOLUTION
STREET NAME CHANGE IN
MIRIAM INDUSTRIAL PARK 1ST ADDITION AND BUTLER ADDITION**

WHEREAS, the Board of City Commissioners of the City of Bismarck, North Dakota deems it necessary to change a street name on the following property:

The angled segment of the roadway between Channel Drive and Miriam Drive be changed to Global Drive (adjacent to Lots 1-3, Block 1, Lot 3, Block 2 and Lots 3-6, Block 3, Miriam Industrial Park 1st Addition) and the east-west segment of the roadway between Miriam Drive and Bismarck Expressway be changed to Miriam Drive (adjacent to Lots 2 and 3, Block 1, Butler Addition and an unplatted tract in the SE1/4 of Section 26, T139N-R80W/Hay Creek Township).

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Bismarck, North Dakota, that this Board unanimously goes on record this 25th day of November, giving its support for the name change of the roadway between Channel Drive and Miriam Drive to Global Drive and the roadway between Miriam Drive and Bismarck Expressway to Miriam Drive.

BE IT FURTHER RESOLVED that this resolution be recorded in the office of the County Recorder, Burleigh County, North Dakota.

Dated this 25th day of November, 2014.

STATE OF NORTH DAKOTA)
)ss
COUNTY OF BURLEIGH)

I, Keith J. Hunke, do hereby certify that I am the duly appointed, qualified Assistant City Administrator of the City of Bismarck, North Dakota, and that the foregoing is a full, true and correct copy of a resolution adopted by the Board of City Commissioners at its regular meeting of November 25, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Bismarck, North Dakota, this 25th day of November, 2014.

(SEAL)

Keith J. Hunke
Assistant City Administrator
Bismarck, North Dakota

Current Property Address	Proposed Property Address	Owner_Name	Owner_Ma_1	Owner_City	Owner_Zip_
3740 E DIVIDE AV	3740 GLOBAL DRIVE	PROFFUTT LIMITED PARTNERSHIP	PO BOX 7160	FARGO ND	58106-7160
3741 E DIVIDE AV	3741 GLOBAL DRIVE	PROFFUTT LTD PARTNERSHIP	PO BOX 7160	FARGO ND	58106-7160
3720 E DIVIDE AV	3720 GLOBAL DRIVE	SMITH, LOREN E	3200 SOUTHRIDGE LN	BISMARCK ND	58504-9622
3700 E DIVIDE AV	3700 GLOBAL DRIVE	RAIL CROSSING LLC	828 NP AVE	FARGO ND	58102-4920
3600 E DIVIDE AV	3600 GLOBAL DRIVE	BRENDEL INVESTMENTS LLP	2924 VALLEYVIEW AVE	BISMARCK ND	58501-3184
3655 E DIVIDE AV	3655 GLOBAL DRIVE	CAPITOL RV CENTERS INC	1900 INDUSTRIAL DR	BISMARCK ND	58501-2544
3650 E DIVIDE AV	3650 GLOBAL DRIVE	HEINLE, NEIL C & FRANCINE L	10415 CHOKECHERRY DR	BISMARCK ND	58501-9724
3550 E DIVIDE AV	3550 GLOBAL DRIVE	BRENDEL INVESTMENTS LLP	2924 VALLEYVIEW AVE	BISMARCK ND	58501-3184
3500 E DIVIDE AV	3500 GLOBAL DRIVE	BRENDEL, PETER & ELAINE	3022 SLEEPY HOLLOW LP	BISMARCK ND	58501-7717
3535 E DIVIDE AV	3535 GLOBAL DRIVE	EM ENTERPRISES LLP	3535 E DIVIDE AVE	BISMARCK ND	58501-2510
3828 E DIVIDE AV	3828 MIRIAM DRIVE	DAKOTA COMMUNITY BANK	PO BOX 431	HEBRON ND	58638-0431
3808 E DIVIDE AV	3808 MIRIAM DRIVE	TMG RMDA LLC	6405 ELMWOOD ROAD STE 100	CHEVY CHASE MD	20815-6621

Bismarck

Community Development Department

November 7, 2014

Proffutt Limited Partnership
PO Box 7160
Fargo, ND 58106-7160

RE: East Divide Avenue Street Name Change

Dear Proffutt Limited Partnership:

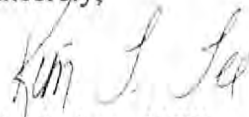
The purpose of this letter is to inform you that the Board of City Commissioners will be holding a public hearing on a street name change for East Divide Avenue on Tuesday, November 25, 2014, at 5:15 p.m. in the Tom Baker Meeting Room, City-County Office Building, 221 North 5th Street, Bismarck, North Dakota. If approved, the street name change will change the addresses of properties you own on East Divide Avenue in Bismarck. In particular, the addresses of your properties will change from 3740 East Divide Avenue and 3741 East Divide Avenue to 3740 Global Drive and 3741 Global Drive.

The street name change is being proposed because of the construction of the new alignment of East Divide Avenue. Because of the new alignment, the name of the roadway from the intersection with Channel Drive to the intersection with Miriam Drive is being changed to Global Drive, and the name of the roadway from the intersection with Miriam Drive to the intersection with Bismarck Expressway is being changed to Miriam Drive.

At the meeting, the Board of City Commissioners will provide an opportunity for all interested persons to be heard with respect to this item. Interested persons may also submit written comments regarding this request prior to the meeting to the Community Development Department ~ Planning Division, PO Box 5503, Bismarck, North Dakota 58506-5503, fax: 701-222-6450, or e-mail - planning@bismarcknd.gov.

If you have any questions or need any additional information on this request, please contact me, the planner in our office assigned to this request, at 355-1846.

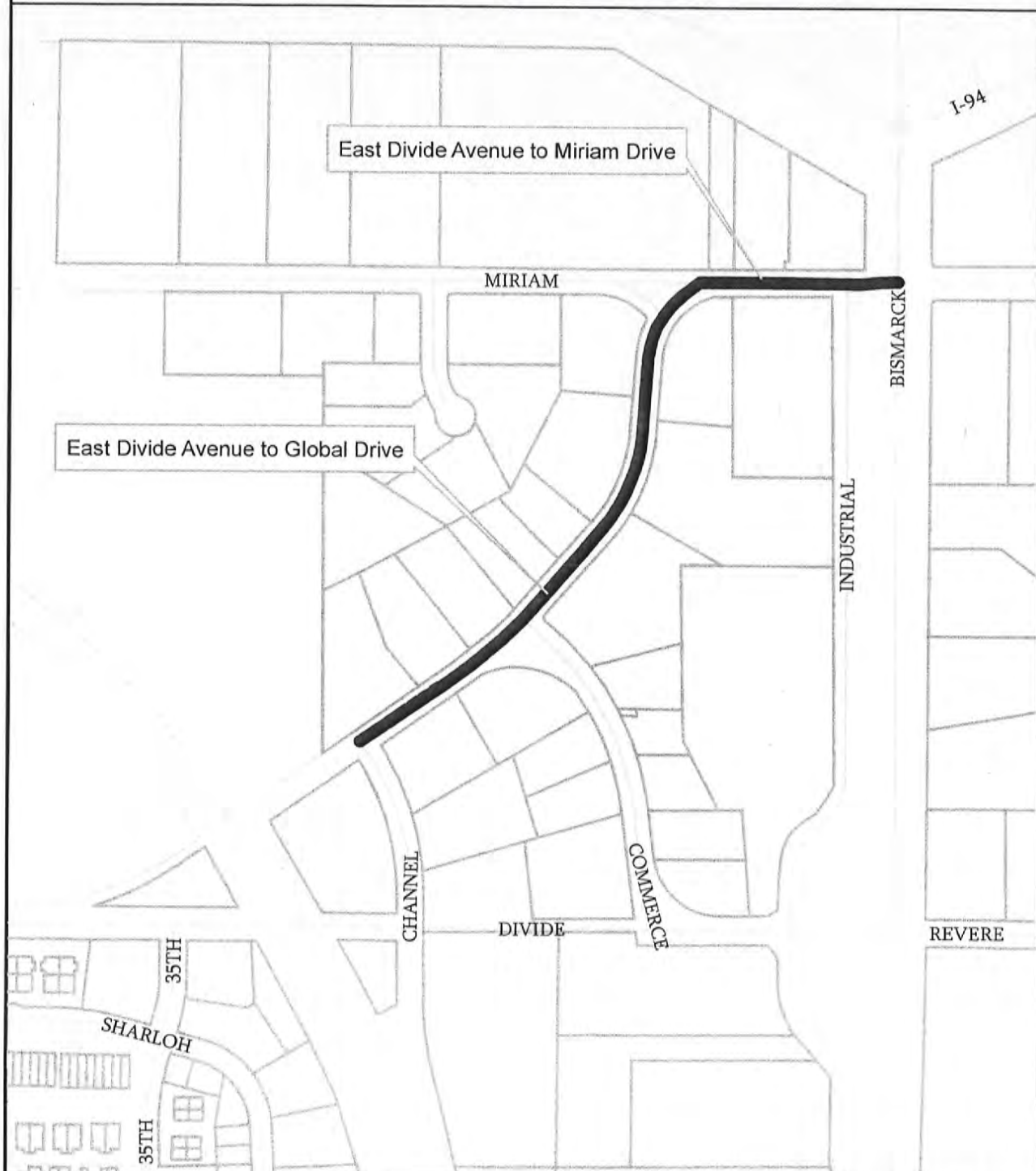
Sincerely,


Kim L. Lee, AICP
Planning Manager

KLL/hlb



Proposed Street Name Change East Divide Avenue to Global Drive and Miriam Drive



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Date: 10/22/20 (Mib)

Source: City of Bismarck

0 412.5 825 Feet

ITEM

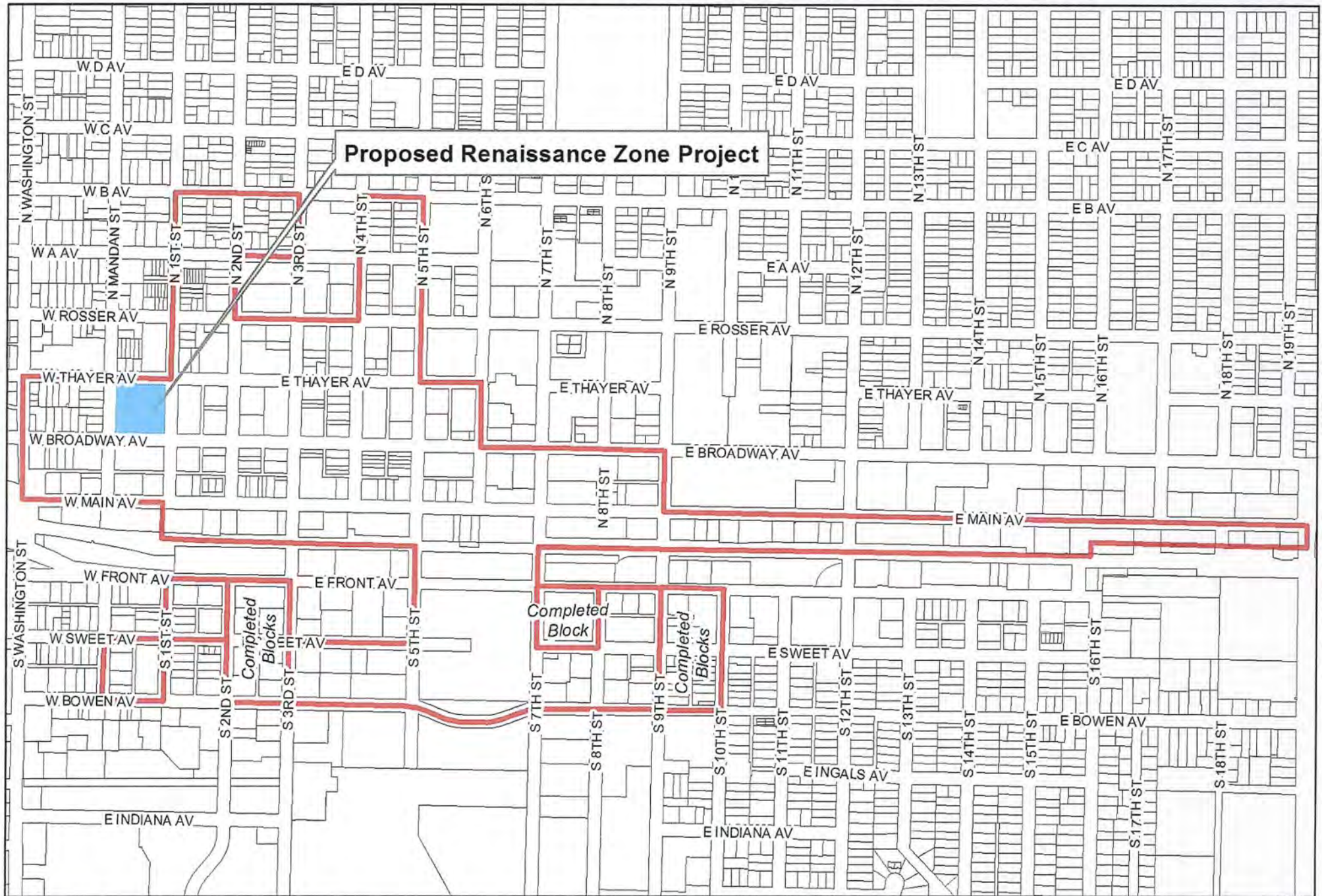
#7

**BISMARCK RENAISSANCE ZONE AUTHORITY
STAFF REPORT**

BACKGROUND:		
Title: William F. Cleary – Purchase of a Primary Residential Condominium		
Status: Board of City Commissioners	Date: November 25, 2014	
Street Address: 100 West Broadway Avenue Unit 308	Legal Description: Lots 1-24, Block 58, Original Plat	
Project Type: Purchase of Primary Residential Condominium	Renaissance Zone Block Number: Block 2B	
Applicant: William F. Cleary	Owner: William F. Cleary	
Project Description: The applicant has purchased a 1,934 SF condominium located in the Broadway Centre building and will use the condominium as his primary residence.		
PROJECT INFORMATION:		
Parcel Size: 90,000 square feet	Condominium Floor Area: 1,934 SF + 160 SF Patio	Certificate of Good Standing: Received
2014 Property Taxes: \$5,600 (Estimate)	Estimated Property Tax Benefit: \$25,000 over 5 years (100%)	Estimated Income Tax Benefit: \$25,000 over 5 years
PROJECT REVIEW GUIDELINES:		
High Priority Land Use: Yes – residential	Targeted Area: Yes – vacant space	Public Space/Design: N/A
Capital Investment: N/A	New/Expanding Business: N/A	Historic Property: No – outside historic district
FINDINGS:		
<ol style="list-style-type: none"> 1. The proposed use is consistent with the City's Renaissance Zone Development Plan. 2. The building in which the condominium is located was previously designated as a purchase with new construction Renaissance Zone project (Project 80-B). 3. In addition to the traditional property tax exemption, an individual taxpayer who purchases or rehabilitates a single-family residential property for the individual's primary place of residence as a Zone project is exempt from up to \$10,000 of personal income tax liability for five taxable years beginning with the date of occupancy or completion of rehabilitation. 		
RECOMMENDATION:		
<p>The Renaissance Zone Authority held a public hearing on this request on November 18, 2014 and based on the above findings, recommended approval of the designation of the purchase of a primary residential condominium in the building at 100 West Broadway Avenue by William F. Cleary as a Renaissance Zone project, a 100% property tax exemption on the value of the condominium and an exemption up to \$10,000 from person state income tax o five years beginning with the date of occupancy.</p>		

PROJECT INFORMATION:			
Title: William F. Cleary		Project Type: Purchase of a primary residence condominium	
Current Valuation: \$425,000 (condominium only)		Proposed Investment: \$435,000	
MINIMUM CRITERIA:		Possible Points	Staff Rating
Proposals Involving a Purchase with Improvements:			
1	Use consistent with the Renaissance Zone Development Plan Specific goals: A1, A2, A3, C1, G1, G3, & G4	20	20
2	Significant level of investment based on guidelines for residential projects	20	20
Subtotal		40	40
PROJECT REVIEW GUIDELINES - REQUIRED:			
1	High Priority Land Use <ul style="list-style-type: none"> Primary sector business Active commercial, specialty retail and/or destination commercial Mixed use development Residential units, including single or multi-family units 	15	15
2	Capital Investment <ul style="list-style-type: none"> Consideration for level of capital investment 	15	15
3	Targeted Area <ul style="list-style-type: none"> Parcels that have been vacant or underutilized for an extended period Parcels specifically targeted for clearance 	15	15
4	Relocation (vs. New or Expanding Business) <ul style="list-style-type: none"> Relocation from within the downtown area (may not be eligible) Relocation from a community outside Bismarck area (may not be eligible) Maintaining existing business in the downtown area or expanding business 	15	0
Subtotal		60	45
TOTAL		100	100
PROJECT REVIEW GUIDELINES – OPTIONAL:			
1	Public Space/Design <ul style="list-style-type: none"> Incorporation of civic or public spaces Demonstrated commitment to strengthen pedestrian connections Attention to streetscape amenities and landscaping Attention to design and visual appearance 	10	0
2	Historic Preservation and Renovation <ul style="list-style-type: none"> Within the downtown historic district Contributing or non-contributing Historic preservation component 	10	0
Additional Optional Points		20	85
TOTAL		120	110

100 West Broadway Avenue - Primary Residential Condominium

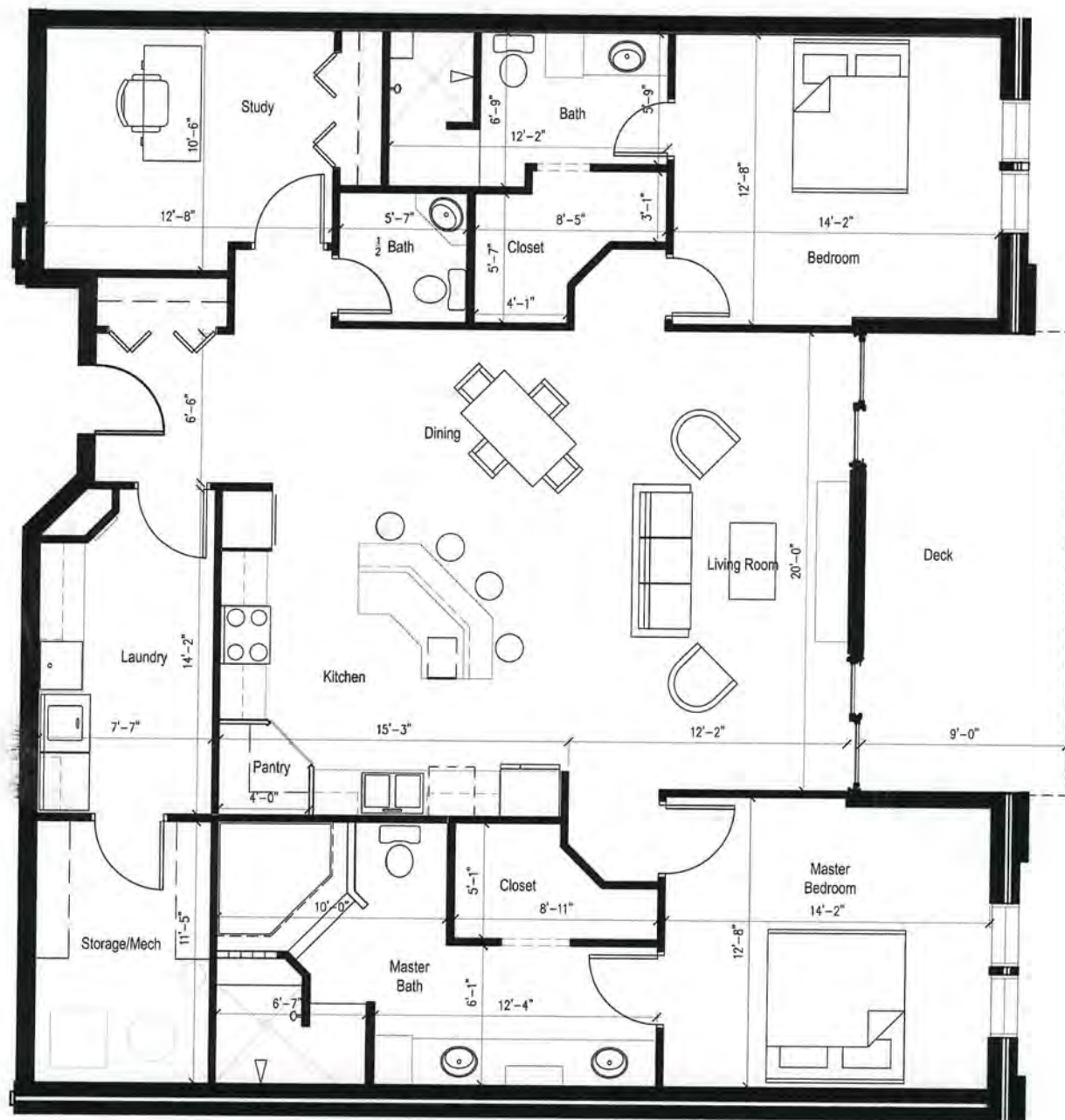


City of Bismarck - Community Development Department - Planning Division

This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.

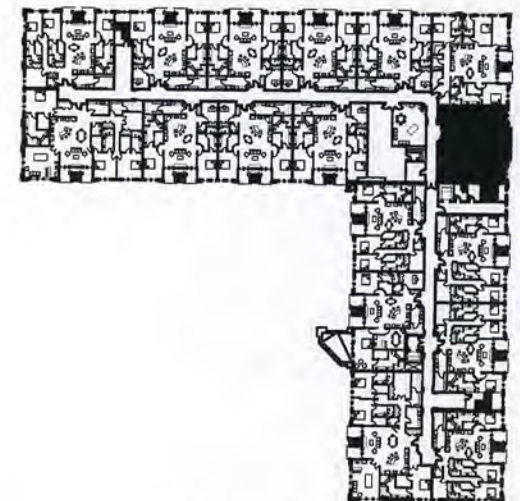
0 250 500 1,000 Feet
November 2014





$$\begin{aligned}
 &1934 \text{ sq.ft.} \\
 &+ \\
 &160 \text{ sq.ft. (patio)} \\
 &= \\
 &2094 \text{ sq.ft.}
 \end{aligned}$$

2 Bedroom
Unit



KEY LEGEND

1 3rd Floor Condo Plan - Unit Type C - Condo Unit 308



Photograph Addendum

Borrower/Client	William Cleary				
Property Address	100 W Broadway Ave				
City	Bismarck	County	Burleigh	State	ND
Lender	Gate City Bank			Zip Code	58501



Living Room



Kitchen



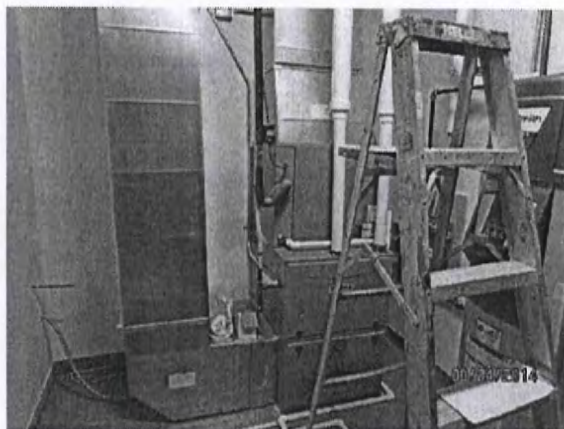
Half-Bath



Bathroom



Master Bedroom Bathroom



Furnace

ITEM

#8

BISMARCK RENAISSANCE ZONE AUTHORITY STAFF REPORT

BACKGROUND:		
Title: 223 East Main Avenue – CORE Façade Incentive Grant		
Status: Board of City Commissioners	Date: November 25, 2014	
Street Address: 223 East Main Avenue	Legal Description: The North 140 feet of Lots 1-2, Block 6, Original Plat	
Project Type: CORE Incentive Program	CORE Program: Façade Incentive Grant	
Applicant: Jim Barnhardt	Owner: Jim Barnhardt	
Project Description: <p>The applicant is requesting assistance from the CORE Façade Incentive Grant Program to secure assistance for exterior improvements to the building. Improvements include new high pressure laminate wall system/fiber cement board, new windows on the 1st and 2nd stories, removal of paint to expose the original brick on the 2nd story, sealing the brick for preservation, new awnings and a new front door.</p>		
PROJECT INFORMATION:		
Parcel Size: 7,000 square feet	Building Floor Area: 9,194 square feet	Lease Area: N/A
Total Project Cost: \$172,707	Architect: JPL Architects	Incentive Grant Requested: \$30,000 for the north façade \$30,000 for the east facade
ADDITIONAL INFORMATION:		
<ol style="list-style-type: none"> 1. The applicant received a Technical Assistance Bank grant on August 26, 2014 and worked with JPL Architects to prepare the proposed exterior elevations and cost estimates for the project. 2. The Façade Incentive Grant funds may be used for exterior maintenance, rehabilitation and exterior improvements of commercial buildings in order to enhance the overall appearance, quality and vitality of downtown Bismarck. For buildings located on a corner lot or a building with multiple facades adjacent to a public street, consideration will be given to allow an increase in the total maximum grant on a case-by-case basis, provided improvements are planned for all façades adjacent to a public street and the proposal satisfies the intent of the applicable zoning district regulations. A primary and secondary façade must be identified and grant amounts would be tiered accordingly. The grant amount available would be discretionary and up to double the amount available for one façade. 3. The proposed elevations were reviewed by Planning staff and Technical Advisor Whitley. The general consensus was that the proposed exterior modifications satisfy the intent of the DC – Downtown Core design regulations. In particular, much of the historic integrity of the building has been compromised; however, preserving the remaining details visible today, exposing the original brick on the 2nd floor and introducing a new exterior finish material over the remaining portions of the building would protect the building from further degradation and damage from the elements. 		

4. Façade improvement grant funds are limited to fifty percent (50%) of the total project cost up to \$30,000 (\$60,000 total project costs). If a building lies on a corner lot, with two facades, the maximum grant amount would be \$60,000 (\$120,000 total project cost). Applicants shall provide a fifty percent (50%) match for all applicable improvements.

FINDINGS:

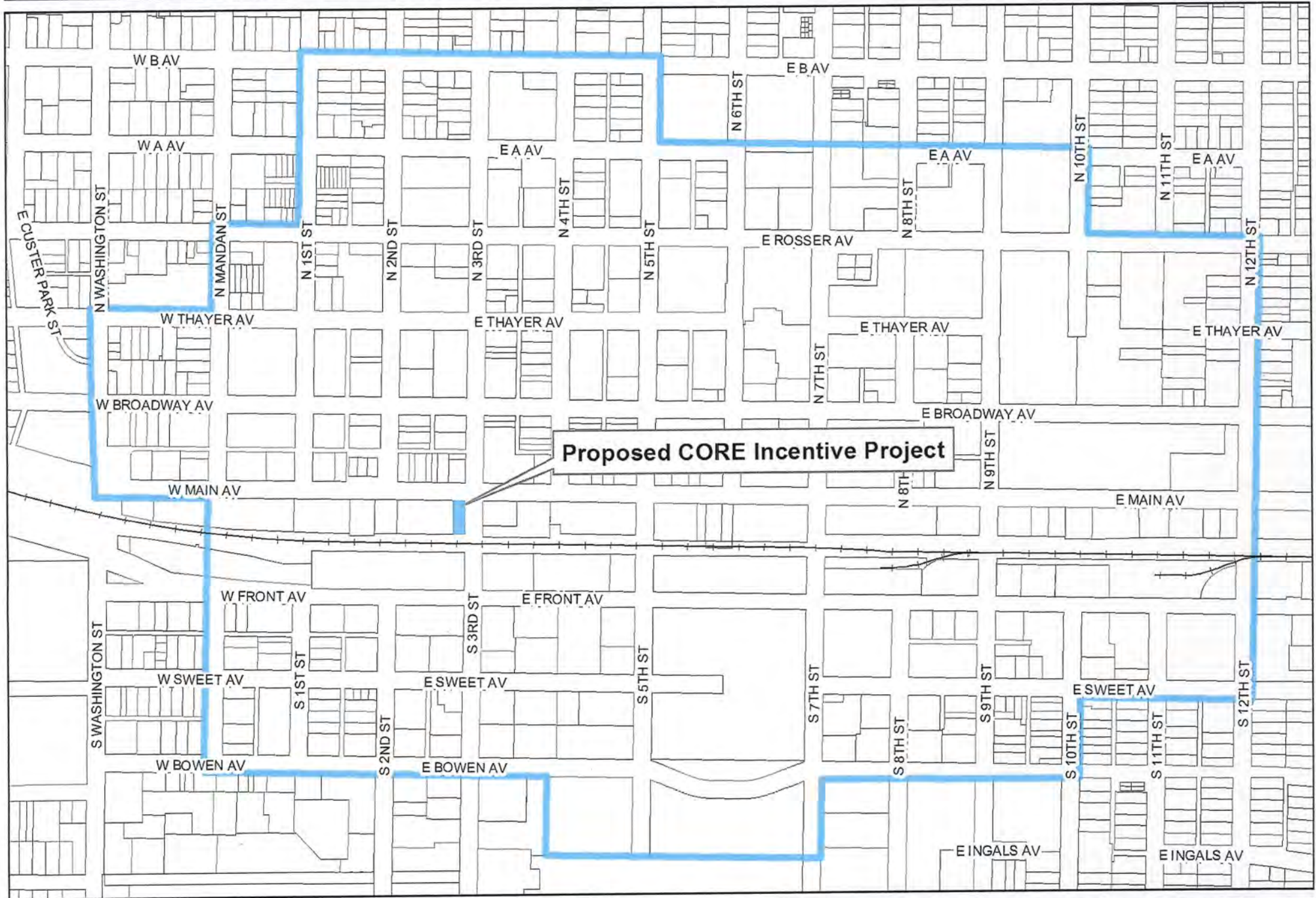
1. The building is located within the Downtown Tax Increment Finance District.
2. The applicant provided an estimate from JPL Architects in the amount of \$172,707.
3. The applicant estimates that the project could be completed during the spring of 2015.

RECOMMENDATION:

The Renaissance Zone Authority held a public hearing on this request on November 18, 2014, and based on the above findings, recommended approval of the CORE Façade Incentive grant request to reimburse Jim Barnhardt for 50% of the final project costs up to \$30,000 for the work and materials associated with the north façade renovation project and up to \$30,000 for the work and materials associated with the east façade renovation at 223 East Main Avenue with the following conditions:

1. The project generally conforms to the site plan submitted with the application.
2. All the necessary building permits are obtained.
3. Any modifications to the project as proposed would need to be reviewed by the Renaissance Zone Authority prior to implementation.
4. The final color selection for the exterior materials will be reviewed and approved by Planning Division staff and the Renaissance Zone Authority technical advisors.

Proposed CORE Incentive Programs Project - 223 East Main Avenue



City of Bismarck - Community Development Department - Planning Division

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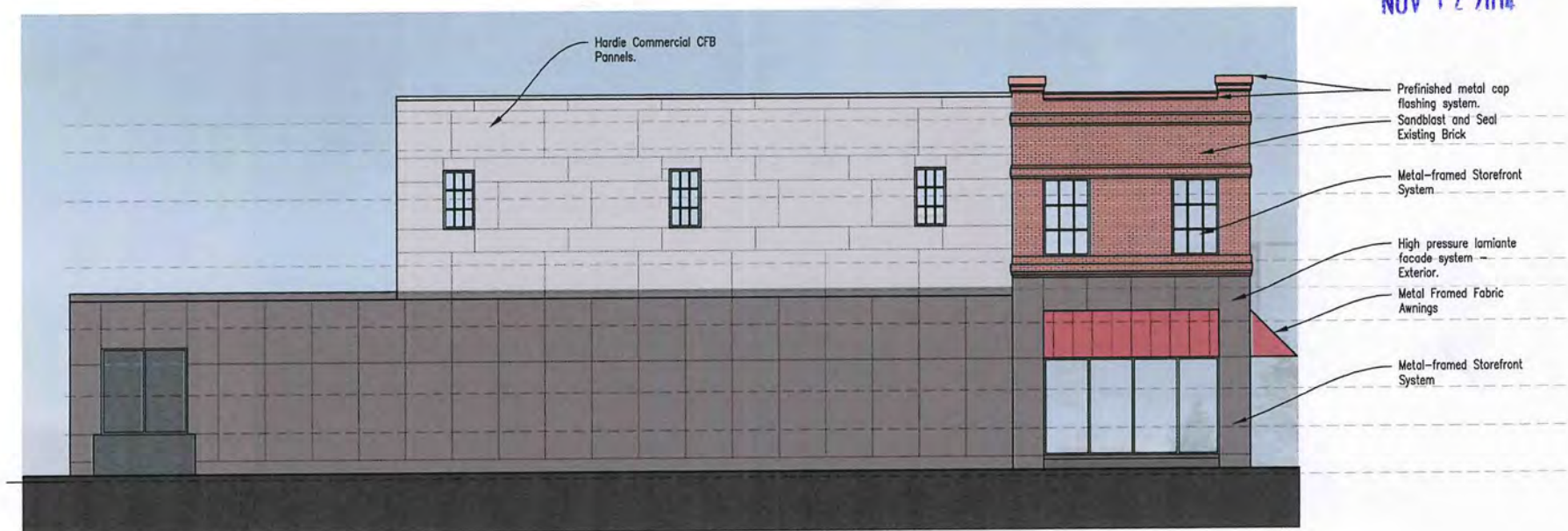
August 2014

0 250 500 1,000 Feet



RECEIVED

NOV 1 2014



EAST ELEVATION



NORTH ELEVATION

J R Vacuum Sewing
 Exterior Renovation
 Preliminary Estimate of Construction Cost - North and East Facades

11/18/2014

JOSEPH P LARRIVÉE ARCHITECTS PC
 2219 EAST MAIN AVENUE SUITE A
 BISMARCK NORTH DAKOTA 58501

p: (701) 222-1665
 f: (701) 222-1570
 e: joe@jplarchitects.com
 w: www.jplarchitects.com

Division	Item	Quantity	Units	Cost	Total
1000	GENERAL REQUIREMENTS				
	Bonds/Insurance/Permits/Mobilization (5% of Gen Construction)	\$131,800		10.00%	\$13,180.00
	SUBTOTAL				\$13,180.00
4000	MASONRY				
	Cleaning and repointing	1	lump	\$5,000.00	\$5,000.00
	SUBTOTAL				\$5,000.00
6000	CARPENTRY				
	Rough Carpentry (miscellaneous blocking, framing, etc.)	1	lump	\$12,000.00	\$12,000.00
	SUBTOTAL				\$12,000.00
7000	THERMAL & MOISTURE PROTECTION				
	New Fascia, scuppers, downspout and splashblocks	1	lump	\$15,000.00	\$15,000.00
	New HPL Façade System	1	lump	\$50,000.00	\$50,000.00
	New Cement Fiber Board Panels	1	lump	\$60,000.00	\$60,000.00
	Sealants	1	lump	\$4,000.00	\$4,000.00
	SUBTOTAL				\$65,000.00
8000	DOORS & WINDOWS				
	Aluminum frames, windows and glazing	1	lump	\$20,000.00	\$20,000.00
	SUBTOTAL				\$20,000.00
	SUBTOTAL - GENERAL CONSTRUCTION				\$130,180.00
	OVERHEAD AND PROFIT			15.00%	\$19,527.00
	TOTAL - GENERAL CONSTRUCTION				\$149,707.00
	DESIGN FEES	1	lump	\$20,000.00	\$20,000.00
	PRINTING				\$3,000.00
	TOTAL PROJECT CONSTRUCTION				\$172,707.00

No attachment
for Regular
Agenda Item
#9

ITEM

#10

Bismarck

Department of Public Works

MEMORANDUM

TO: Keith Hunke – Assistant City Administrator

FROM: Jeff Heintz – Public Works Service Operations Director

DATE: November 19, 2014

RE: City Commission Agenda Item - Permission to award the bid for 2015 street tree pruning

Please place on the November 25th, 2014 Commission meeting agenda the awarding of bid for 2015 street tree pruning.

The Public Works Service Operations – Forestry division received bids for street tree pruning on Tuesday, November 18th, 2014. Four bids were received, A-1 Tree Service, Advanced Tree Service, Hill Tree Service and Schweitzer Tree Service. Schweitzer's bid was nonconforming and therefore cannot be considered.

I recommend to the commission that we award the bid to the low bidder, Hill Tree Service for the 2015 street tree pruning.

The City Forester will be present at the City Commission meeting to respond to questions the Board may have regarding this matter. I will be unable to attend the commission meeting. Please contact either of us before the meeting if you have questions or require additional information.

Proposal for 2015 Pruning Boulevard Trees

Bid Tabulation Form

Tuesday, December 16, 2014

Bids Received by 3:00 p.m.

Bids Opened by 4:00 p.m.

Vendor →		Advanced Tree Service		A-1 Tree Service		Hill Tree Service		Schweitzer Tree Service	
Size Class	Estimated # of trees	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1-6"	140	\$ 75.00	\$ 10,500.00	\$ 50.00	\$ 7,000.00	\$ 50.00	\$ 7,000.00	Bid did not include contractor's license in outside envelope, non-conforming, did not open.	
7-12"	190	\$ 200.00	\$ 38,000.00	\$ 125.00	\$ 23,750.00	\$ 100.00	\$ 19,000.00		
13-24"	207	\$ 225.00	\$ 46,575.00	\$ 200.00	\$ 41,400.00	\$ 175.00	\$ 36,225.00		
25" +	58	\$ 400.00	\$ 23,200.00	\$ 400.00	\$ 23,200.00	\$ 225.00	\$ 13,050.00		
		Total Sum Bid	\$ 118,275.00	Total Sum Bid	\$ 95,350.00	Total Sum Bid	\$ 75,275.00	Total Sum Bid	\$ -

**No attachment
for Regular
Agenda Item**

#11

ITEM

#12

ONGOING PROJECT AGENDA
(December 8, 2009)

1.
 - a. Public Improvements and Notification Policies
 - b. Downtown development – future of CBD
2. Centennial Beach Building Strategy
3. Transportation Plans and Projects
 - a. Hard surfaced street reconstruction project
 - b. Traffic Signal Optimization Study
 - c. Washington Street pocket park
4. Growth Management Plan Review
 - Compact growth incentives
 - Zoning ordinance amendments
 - Conformity with master plans
 - Use of CIP to control growth
 - Impact fee policy
 - Improvements in areas difficult to develop
 - Update USAB, ETA boundaries